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GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

The Proposed Limit in Divorce Jurisdiction.

WE CONTINUE elsewhere the consideration of the Report of the Divorce Commission, but it is worth while to notice specially the suggestion that any local jurisdiction in divorce which is established shall be limited by the amount of the income of the parties concerned. The report proposes that the limit shall be "a joint income of not more than £300 per annum, with assets not more than £250." Elsewhere in the report it is said: "We do not propose that the heavier cases should be heard out of London." On these points certain remarks are obvious. In a case of personal status, such as that which depends on marriage, there cannot be any "heavier cases." In whatever position of life the parties may be, and whatever may be their means, the case is of the same importance. It is purely a personal matter, and the law can be no respecter of persons. Moreover, the suggestion that divorce cases, whether in London or in the country, shall be heard in the High Court, carries the corollary that there can be no limitation on the jurisdiction. If the jurisdiction were given to the county court it might be otherwise, but it would be derogatory to the High Court to suggest a limitation simply because it is exercising jurisdiction locally. After the personal questions have been determined, important questions of property may arise, and these could properly be referred to London. But only to this extent should any distinction be permitted between London and the provincial jurisdiction.

The Retirement of Mr. Bryce.

THE LEGAL profession of to-day is not so rich in personalities of real distinction that it can afford to pass over in silence the retirement of Mr. BRYCE from the high office of British Ambassador at Washington. Law and politics have always gone hand-in-hand in this country; the present Cabinet presents many illustrations of this. Law and letters, too, have often been connected in the sense that young men called to the bar have frequently found their talents diverted thence into the more congenial spheres of literature; of this Sir WALTER SCOTT is, perhaps, the classical instance. But it is a much rarer thing to find a lawyer who, after some years of

moderately successful practice at the bar, achieves a high reputation both in the world of politics and in the republic of letters. Such a *rara avis* was the great Lord BACON; in a much lesser degree something of the same kind can be said of Lord BROUGHAM and Lord CAMPBELL—whose Lives of the Chancellors and the Chief Justices is still a classic; in our own day, Mr. BRYCE, Mr. BIRRELL and Lord HALDANE are, perhaps, the only cases to which one can point. Mr. BRYCE, indeed, although for many years he enjoyed a quiet practice in Lincoln's Inn, is rather entitled to legal eminence from attainments as a jurist than from any conspicuous success at the bar. But his treatise on the American Commonwealth is a recognized classic on an important branch of constitutional law; and, curiously enough, its reputation is even greater among American than English jurists. His history of the Holy Roman Empire, a little crystal gem of profound scholarship in an elegant literary setting, is probably the source from which every historical student of to-day, with the exception of half-a dozen experts, derives nearly all his knowledge of the part which dying Rome has played in building up the national boundaries and the juridical institutions of modern Europe. Such men as Mr. BRYCE, who combine the sanity of a legal training with the broad sympathies required for a political career and the intellectual dignity which profound academic erudition alone confers, are peculiarly suited for the traditional and highly dignified rôle of ambassador. It is a pity that positions such as that filled by Mr. BRYCE are too often conferred on mere routine diplomatists who have spent their lives under the Foreign Office. It would be well if the precedent created by his appointment were followed a little more frequently.

Power of Executor to Pledge Chattels.

THE House of Lords, in *Attenborough & Sons* v. *Solomon* (*Times*, 20th inst.), have affirmed the decision of the Court of Appeal (*Solomon* v. *Attenborough*, 1912, 1 Ch. 451); but, as we gather from the report, not upon the ground on which the Court of Appeal went, and which, as we pointed out at the time, was very doubtful. It is familiar law that an executor has for the purposes of administration the absolute power to dispose of his testator's goods either for sale or mortgage, and this can be done by one executor alone without the assent of his co-executors. But the question arises whether the purchasee or mortgagee must satisfy himself that the money is really required for the purposes of administration, and it is settled that this is no business of his; nor is he bound to inquire even though more than twenty years have elapsed since the testator's death: *Re Whistler* (35 Ch. 156; *Re Venn & Furze's Contract* (1894, 2 Ch. 101). In the present case, however, the Court of Appeal held that the purchaser had no protection unless he knew that the vendor was an executor, and unless he dealt with him as such. It must be a case in which "the executor comes as executor, and deals as executor with a third person, and then the third person is entitled to assume that he, as executor, is discharging his duties and performing the obligations of the position which he appears to hold and which he professes to discharge" (1912, 1 Ch. p. 455, per COZENS-HARDY, M.R.). But it is not easy to see why, if the purchaser is not under any duty to inquire as to the object of the sale, he should lose his protection because he is not aware of the charactor of the vendor. In point of fact, the executor, so long as he retains the property in the chattels, has power to dispose of them, and it should make no difference whether the purchaser knows that he is dealing with an executor or no. But, of course, if there is in the will a bequest of the chattels, and the executor has assented to the bequest, he ceases to have the property in the chattels, and ceases also to have power to dispose of them. In the present case, the residue had been bequeathed, and in the House of Lords it was held that the executors had assented to the bequest. Consequently, when one of them afterwards pledged part of the estate, he was pledging that in which he had no property. He conferred no title on the pledgee. Thus the House of Lords appear to have refrained from indorsing the view of the purchaser's rights taken by the Court of Appeal. On the other hand, the decision emphasizes the necessity of ascertaining when it is proposed to take a title from an executor that he has not assented to the bequest.

Hire-Purchase Agreement.

A CORRESPONDENT, whose letter we print elsewhere, raises an interesting question as to the form which a hire-purchase agreement must assume in order that it shall not confer on the hirer power to dispose of the goods under section 9 of the Factors Act, 1889. The distinction is now well established that the agreement will fall within the section if the hirer is bound to purchase the goods in any event, while it is not within the section if no such obligation is imposed on him. This results from the fact that the section applies only where a person has "bought or agreed to buy goods." If, in such a case, he obtains possession of the goods with the consent of the seller he can dispose of them by sale, pledge, or otherwise to any person who receives them in good faith and without notice of the right of the original seller. In *Lee* v. *Butler* (1893, 2 Q. B. 318), the hirer agreed to pay certain instalments for the hire of goods, and on payment the goods were to become the property of the hirer. There was thus a complete contract binding the hirer to become the purchaser, and the case, so the Court of Appeal held, fell within the section. In *Helby* v. *Matthews* (1895, A. C 471) the hirer retained the right to determine the hiring and return the goods at any time during the hiring, and thereupon he was only to be liable for the hire-instalments up to the date of determination. Our correspondent suggests that, in order to give the seller the benefit of this decision, it is sufficient if the hirer has the right to restore the goods at the end of the agreement without becoming the purchaser, the actual purchase being dependent on an option of purchase conferred by the agreement and payment of a further nominal sum, and he refers to a form by a leading conveyancer in which he says this method is adopted. But if the agreement shews that a particular sum payable by instalments is in substance the value of the goods, and if the hirer binds himself to pay those sums, it might be contended that the agreement is in substance an agreement for purchase, and such a contention would seem to deserve consideration.

Liability of Trade Unions in Tort.

IN *Vacher & Sons, Ltd.* v. *London Society of Compositors*, (reported elsewhere) the House of Lords affirmed the view of the Court of Appeal (28 T. L. R. 366) that an action for conspiracy and libel brought against a trade union is an action of tort within the meaning of section 4 (1) of the Trade Disputes Act, 1906. That being so, the court can entertain it, since the section is in the following terms: "An action against a trade union, whether of workmen or masters, or against any members and officials thereof on behalf of themselves and all other members of the trade union, in respect of any tortious act alleged to have been committed by, or on behalf of, the trade union, shall not be entertained by any court." These words in their literal meaning seem wide enough and clear enough, but of late more than one attempt has been made to suggest that their literal meaning is not their true legal meaning, and that some limitation of the wide prohibition embodied in the words must be read into them in order to arrive at the construction intended by the Legislature. Two such limitations have been considered and expressly dissented from by the judgment of the House of Lords in the present case; the one was suggested by Lord Justice VAUGHAN WILLIAMS, and the other by Lord Justice FARWELL in the court below. "The words are such," said the former judge, "that in my opinion there must be some limitation put on the words. This is no novelty in the construction of Acts of Parliament imposing new liabilities or creating new exemptions from the common law" (28 T. L. R., at p. 367). In support of this suggested canon of construction he quoted *Gover's Case* (1 Ch. D. 182) where Lord BRAMWELL held that the contracts referred to in section 38 of the Companies Act, 1867, must be "contracts entered into by the promoter 'as such'"; the last two words, of course, are an addition to the statute. The learned Lord Justice proposed to add exactly the same words to the section we have quoted above, and to limit the privilege of trade unions to actions of tort brought against them "as such." Lord Justice FARWELL took much the same point in a different way; he quoted the

now celebrated case of *Amalgamated Railway Servants* v. *Osborne* (1910, A. C. 87) to shew that the objects of a trade union are limited to certain definite duties connected with trade disputes and industrial benefits; any trade union which exceeds these is acting *ultra vires*, and therefore, he held, is estopped from claiming the statutory protection conferred by section 4 (1). Neither of those limitations commended itself to the House of Lords, which gave to the section its plain meaning, and expressed (in the judgment of the Lord Chancellor) its agreement with Lord Justice KENNEDY, who held that "the plain language of the section could not be cut down except by indulgence in illegitimate speculation as to what the Legislature must have intended."

Malice in Trade Disputes.

A FEW DAYS before the decision of the House of Lords to which we have just adverted there came before the Court of Appeal an interesting case which raised the other great question of construction to which the Trade Disputes Act of 1906 has given origin. In *Dallimore* v. *Williams & Jesson* (reported elsewhere) Mr. Justice RIDLEY had been engaged with a special jury in trying an action for conspiracy brought by the plaintiff against the defendants, and had directed them on a point to which the Court of Appeal took exception. The plaintiff was an employer of labour, and he alleged that the defendants had induced his employees to leave him in breach of their contracts. At common law this is, of course, an actionable wrong (*Lumley* v. *Gye*, 22 L. J. Q. B. 463), but section 3 of the Trade Disputes Act, 1906, altered the law in the case of trade disputes by enacting that "an act done by a person *in contemplation or furtherance of a trade dispute* shall not be actionable on the ground that it induces some other person to break a contract of employment, or that it is an interference with the trade, business or employment of some other person, or with the right of some other person to dispose of his capital or labour as he wills." Now the difficulty which has frequently arisen in recent cases is that of interpreting those words we have italicized, "in contemplation or furtherance of a trade dispute." The best definition yet suggested is that of Lord Loreburn in *Conway* v. *Wade* (1909, A. C. 509 at 512), where he says: "I think they mean that either a dispute is imminent and the act is done in expectation of and with a view to it, or that the dispute is already existing and the act is done in support of one side to it. In either case the act must be genuinely done as described, and the dispute must be a real thing imminent or existing." Mr. Justice RIDLEY not unnaturally read those words as meaning that malice or spite on the part of a defendant deprived him of the protection afforded by the statute; in such a case he could not be said to be genuinely acting as he did with a real intention to forward a trade dispute. The Court of Appeal, however, disagreed with this view; malice is not an essential to the commission of the torts known as "inducement to break a contract," "unlawful interference," and "conspiracy"; hence the presence of malice cannot be set up to rebut the statutory privilege. In any case that privilege is in terms absolute, not qualified. The jury had found a verdict for the plaintiffs, but the Court of Appeal directed a new trial on the point whether or not there was a trade dispute; on the question as to the necessity of malice it negatived the direction to that effect made by the learned judge. The whole question as to the effect of section 3 remains in a very unsatisfactory state, and it is to be hoped that the House of Lords will find an early opportunity of defining more fully the precise meaning which must be attached to the words of Lord LOREBURN which we have quoted.

Residence in a "Hospital."

IT IS notorious that disputes between one parish and another as to the "settlement" of a pauper frequently result in litigation which imposes in the shape of costs a burden upon the parishes concerned which would have maintained in affluence for the rest of his natural life the unfortunate subject of the dispute. Poor Law Statutes and Orders are in so chaotic a state that their interpretation by the bench of justices, which make an order in the first instance, usually results in an appeal which is impelled by the irresistible desire to get a satisfactory decision right up to the House of Lords. An example is afforded by the recent case of *Ormskirk Guardians* v. *Lancaster Guardians* (1912, W. N. 264). At present this case has not gone beyond a Divisional Court, but, like most of its predecessors, no doubt it will go higher. The facts were these. From March, 1906, to May, 1911, a woman, formerly settled in the parish of Southport, within the Ormskirk Union, had resided at Nazareth House in the Lancaster Union. In May, 1911, she was received into the county asylum as a pauper lunatic at the instance of the Lancaster Union, which now claimed that she still had a settlement in Southport, so that the Ormskirk Union was liable to maintain. This view was taken by the justices, who made an order against the Ormskirk Union accordingly, but stated a case for the opinion of the High Court under the Quarter Sessions Act, 1849, section 11. Ormskirk Union contended that by residing for six years at Nazareth House in Lancaster parish, the woman had acquired a settlement in Lancaster Union. For a person settled in parish A acquires a settlement in parish B in the following way. If he goes to parish B and resides there (subject to certain conditions as to the character of his residence) for one year he becomes "irremoveable" in parish B; in other words, if he becomes a pauper at the end of the year, he cannot be sent back to the workhouse of parish A, but is entitled to be maintained by parish B. If he resides for three years in this way, so that in each separate year he has satisfied the conditions precedent to "irremoveability" in parish B, then he acquires a settlement there and ceases to be settled in A. Supposing, after one year of "irremoveability" in B, he had gone to parish C and become a pauper there, then he would have been sent back to parish A, not parish B, for he is still settled in A. But if, after three years of "irremoveability" in B, he had gone to C and become there a pauper, he would be returnable to parish B, not A, because he has acquired a settlement in B. This residence, however, must satisfy the conditions we have referred to, and which are intended to exclude residence at the expense of the rates, either directly or indirectly, from counting in the period which gives a title to a settlement. One of those conditions is that the residence must not be residence as a "patient" in a "hospital" (Poor Law Removal Act, 1866, s. 1). Now, Nazareth House is a home kept by Roman Catholic Sisters of Mercy as a refuge for distressed members of their religion—orphans, aged poor of both sexes, and persons suffering from certain diseases which do not require constantly skilled medical attendance. Is it a "hospital," and was the woman a "patient" therein, so as to deprive her residence in Lancaster of its settlement-acquiring potency? The Divisional Court, disagreeing with the justices, held that it was not; the words "hospital" and "patient" must be confined strictly to their natural meaning, and not extended so as to impose disability in the acquisition of a settlement.

Non-Provided Schools.

IN THE case of *Gillow* v. *Durham County Council* (reported elsewhere) the House of Lords have reversed the decision of the Court of Appeal (1911, 2 K. B. 1074), and have held that the right to appoint caretakers and cleaners of a non-provided school is not in the county council, as representing the ratepayers who maintain the school, but in the managers, who represent the persons who have provided the school. The point in issue is, on its face, of no importance, and it is, perhaps, singular that it should be thought worth while to spend money in carrying it up through successive courts to the House of Lords; but its decision involved an examination of the provisions of the Education Act, 1902, and a determination of the question to whom the residuary powers—that is, those not specifically allocated by the statute to either the county council or the managers—were left. Under section 7 (1) the local education authority have to "maintain and keep efficient all public elementary schools within their area"—that is, both provided and non-provided schools, and they "have the control of all expenditure required for that purpose, other than expenditure for which, under the Act, provision is to be made by the managers"; but, in the case of non-provided schools, the managers provide the school-house free of any charge, and, out of funds provided by them, keep

it in good repair. Under section 5, the local education authority have the control of all secular instruction in non-provided schools. It might seem that the duty of maintaining the school and keeping it efficient would carry with it the duty of taking care of it and cleaning it, and so a majority in the Court of Appeal (MOULTON and FARWELL, L.JJ., VAUGHAN WILLIAMS, *diss.*) held. But section 7 (2) of the Act of 1902 gives the managers of a non-provided school "all powers of management required for the purpose of carrying out this Act," and in the House of Lords importance was attached to this provision, taken in connection with the position of non-provided schools before the Act, as shewing that the managers retained all powers of management not definitely conferred on the local authority. It may be thought singular that under a national system of elementary education, such conflicts between the public authority and private managers can arise, but it is the result of the manner in which denominational schools were admitted by the Act of 1902 to participate in aid from the rates.

Practical Jokes.

THE ELEMENTARY maxim of the common law that there is no wrong without a remedy may sometimes serve to comfort those who suffer from the lawless acts of their neighbours, but there are occasions when the remedy is not so plain and obvious as could be desired. The need of an appropriate remedy for invasion of civil rights must have been keenly felt by the occupiers of certain houses near Cambridge, who were the victims of a practical joke perpetrated by a number of undergraduates on the 5th of this month. The frolic took the form of removing the notice boards which informed the public that certain houses were "to let," and affixing them to other houses where no change of occupation was contemplated. The result of this trespass was that the house agents, whose names were on the boards, lost much valuable time in answering through the telephone questions as to the dealing with the boards. There would, however, be some difficulty in advising the sufferers from this vexatious interference with their rights. It does not appear that the trespass was attended with any breach of the peace, and it is at least doubtful whether even a conspiracy to commit such a trespass would be ground for an indictment. The numerous statutes relating to malicious damage seem to afford no assistance, for there appears to have been no intention to injure the notice boards. An action in the county court is all that is left, and such an action would probably be attended with difficulty in identifying the wrongdoers and in assessing the damages.

The Divorce Commission Report.

II.

LAST week we gave an outline of the report of the Divorce Commission and a summary of its recommendations. We now propose to deal with these recommendations in more detail:—

(I.) *As to jurisdiction in divorce and matrimonial causes.*—It is generally agreed that the administration of the laws of divorce requires to be made available for persons who are unable to afford the expense of proceedings in the High Court. So recently, indeed, as 1896 the continuance of the present centralized jurisdiction was advocated in a memorandum prepared by Lord GORELL (then BARNES, J.), approved by the late Lord ST. HELIER (then JEUNE, P.) and adopted by the committee of the Council of Judges. In this it was said:—

"Under the existing law of divorce, the court has to exercise its functions, not merely in the interest of the parties before it, but of society at large, and it is important that the judges who administer this branch of the law should be thoroughly familiar with it, able to take counsel together when necessary, should preserve uniformity in the exercise of the large discretionary powers conferred on the court, should be assisted in guarding against collusion by a staff of officials whose experience is of the greatest service to the court, and should be aided by a bar familiar with the mode of conducting this peculiar class of work. I think it is highly undesirable to allow these cases to be tried at the assizes."

But the complacency with which the work of the Divorce Division was regarded was upset by the subsequent judgment of the author of the report in *Dodd* v. *Dodd* (1906, P. 189), in which he called attention to the unfortunate effects of separation orders under the Summary Jurisdiction (Married Women) Act, 1895; and the County Courts Committee, over which, as Lord GORELL, he presided, in its report of 1909, said, "Without doubt there is a practical denial of justice in this matter to numbers of people, and these are people who belong to ranks in life in which the relief to be obtained under the Divorce Acts is probably more necessary than in ranks above them." The present Commission has taken evidence on the subject, and has arrived at the same result. The average minimum cost of an undefended London case is about £40; when the case comes from the country the expense of bringing the parties, their solicitors, and witnesses to London makes a considerable addition. In the ordinary class of defended cases the costs vary from £70 to £500. These figures are from the evidence of Mr. Registrar MUSGRAVE. And besides the expense, it is difficult for wage-earning people to leave their work and come to London for the trial. A strong body of evidence, largely from solicitors, shewed that the present cost of divorce is to the working classes prohibitive. "We have come," say the Commission in the majority report, "to the conclusion that beyond all doubt the present means of administering the law are such as to place it beyond the reach of the poor. One of the most striking features of the evidence of those familiar with the poorer classes is an almost unanimous opinion that they treat the law of divorce as a matter which is beyond their reach, and act as if it did not exist, with direct consequences of which it is lamentable to hear." This answers the first question which they propounded under the present head: "Are the present means of administering the law such as to place the law beyond the reach of those who are in poor circumstances?"

We need not do more than notice the answer of the Commission to the second question: "Is there any substantial demand for reform?" Evidence is hardly necessary. When once it is realized that access to the tribunal established by the Legislature for divorce is denied to all but the well-to-do, the necessity for reform is obvious. But, in fact, the evidence of numerous witnesses shewed the existence of the demand. "We may," says the report, "specially refer to evidence from some of the representatives of the leading law societies in the country; to the evidence of certain of the county court judges, magistrates and lawyers, and others; to evidence from gentlemen who have the management of certain societies for the aid of poor suitors; to the evidence of those who represent the societies for the prevention of cruelty to children; to the evidence from workers amongst the poor, and to that of several medical officers of health, and many others, including representatives or resolutions from certain of the Churches." Against this there were resolutions of certain Church societies, but little touching the practical necessities of the case. The Commission had no difficulty in arriving at the conclusion that there was a substantial demand for reform.

As to the changes required to be made in the arrangements for matrimonial causes, the following suggestions were made to the Commission:—

(*a*) That there should be trial at assizes.

(*b*) That there should be trial by a judge of the Probate, Divorce, and Admiralty Division, proceeding round the country.

(*c*) That there should be trial before a registrar of that division, proceeding to the locality.

(*d*) That all the cases should be still heard in London, but that the cost of witnesses, in poor cases, should be provided at the public expense.

(*e*) That evidence should be taken by affidavit or otherwise locally, and the decision pronounced in London.

(*f*) That courts of summary jurisdiction should have divorce jurisdiction.

(*g*) That the county courts should have divorce jurisdiction.

The Commission dismiss the suggestion of trial of assizes on various practical grounds, mainly that the assizes are not suitable for such causes, and that, apart from travelling expenses, the costs would not be substantially diminished. And they regard it as equally impracticable that a judge of the Divorce Division should go on circuit for matrimonial business only; while registrars are already fully occupied, and are, moreover, without the necessary experience for trying cases. The first three suggestions are, it may be admitted, valueless. Equally so is the suggestion that all cases should still be heard in London, but that in poor cases witnesses should be brought to London at the public expense. The sufficient answer is that the public could not be asked to pay the costs of parties and witnesses coming up to London, when competent local tribunals can be provided. Nor is there anything in the suggestion that cases should be heard in London on affidavit evidence taken locally. There must clearly be local courts, and the only question is what these courts shall be.

When this stage is reached it is still easy to proceed with the suggestions by the process of elimination. Courts of summary jurisdiction have not, in general, the weight necessary for a tribunal dealing with divorce; and even in the case of stipendiary magistrates, who personally might be suitable enough, the court has no proper staff for undertaking the necessary work. Moreover, as the Commission point out, there are only nineteen stipendiaries outside the metropolitan area, and these are stationed in eight counties; so that there is a large part of the country without stipendiary magistrates.

This reduces the suggestions before the Commission to the last—the conferring of divorce jurisdiction on county courts. But, although this is the most practical, the report does not favour it. The Commissioners attach no importance to the objection that the decisions would lack uniformity. The grounds of divorce are questions of fact rather than law, and questions of law, it is observed, will be still fewer when it ceases to be necessary to strain "cruelty" so as to make a case for divorce against a husband; and as regards collusion it is thought that the danger of this would be less in the county court than in the High Court. "If," says the report, "a procedure similar to that of the county courts were adopted, the position with regard to local hearings would be more favourable to detection of collusion or concealment than in the High Court in London. The proceedings in the former are usually served and attended to by the bailiffs of the court who have districts to look after, and, in order to appreciate the remarkable knowledge of these officials of their districts and the circumstances and conduct of the people who are parties to litigation, it is only necessary to attend sittings of county courts where judgment summonses are being taken. There would be little difficulty in these officials inquiring into the position and conduct of the parties to every divorce case in their locality, and reporting thereon to the court before or at the hearing."

But the Commissioners find practical difficulties in the way of conferring divorce jurisdiction on the county courts, mainly upon the grounds that among the large number of county court judges some may be found to object, on conscientious grounds, to the exercise of the jurisdiction; that the gravity of the question at issue in divorce cases makes it expedient that it should be determined by the highest tribunal—the High Court; and that questions relating to persons resident abroad frequently arise, and these can only be satisfactorily dealt with under the authority of the High Court.

These reasons for excluding the county court are entitled to careful consideration, especially as the Commission find a way out of the difficulty by the simple expedient of investing a certain number of county court judges with the authority of judges of the High Court. They point out that, under the County Courts Act, 1888, s. 16, any county court judge may be appointed a Commissioner of assize; that is to say, any county court judge can at present be entrusted with High Court jurisdiction, and they say:

"We think that the country should be apportioned into districts, which might correspond with the present circuits of the High Court, and a metropolitan district, subject to such modifications as might prove convenient. Each of these districts would embrace several county court circuits. For each of these districts or combination of districts, we suggest the selection and appointment by the Lord Chancellor of one of the county court judges as a Commissioner in divorce and matrimonial cases, for, say, a year at a time, or more permanently, when the amount of work to be done has been ascertained; or the selection and appointment as such Commissioner of any person qualified to be a Commissioner of assize, so that, if necessary or desirable, the services of such person could be obtained for such time as may be required." They suggest, further, that the Commissioner, while he remains in office as such, should have all the powers of a High Court judge, and all the jurisdiction of the High Court in divorce cases, subject to certain rules of practice intended to simplify procedure.

(To be continued.)

The Transfer of Corporeal Chattels.

II.

THE third, and among merchants the most generally available, mode of effecting a transfer of chattels is the transfer of some document of title, such as a bill of lading. Theoretically, this is not a separate and distinguishable mode of transfer; it is only a variety of our first species, delivery of possession. For the law recognizes three ways in which possession may be delivered: actual, symbolical, and constructive delivery. Suppose A is the owner of a bale of cotton; B owns the warehouse in which it is stored, and has given to A both the key of its compartment in his store, and a certificate upon presentation of which his servants will hand over the cotton; C is a third person to whom A proposes to transfer the goods, either as a gift or by way of pledge or by way of sale. Then A has three modes of carrying out the proposed transfer to C. He can take C to the warehouse, point out the bale to him and say he is handing it over—this is actual delivery. Again, he can give B the key, with appropriate words purporting to transfer the cotton—this is called symbolical delivery. Or he can hand over the delivery order or document of title with a similar expression of intention—this is constructive delivery. But such constructive delivery will only be recognized by law in the case of documents of title used in the ordinary course of business as proof of the possession or control of goods; the principal ones now recognized are bills of lading, dock warrants, warehouse keepers' certificate, and delivery orders. All these are expressly excepted from registration as bills of sale by both the Acts of 1878 and 1882 (sections 3 and 4 respectively). It should be noted that there is one document of a kind analogous to those just enumerated which is exempted from registration by the Bill of Sale Act, 1891, an amending statute, but which, nevertheless, is not a sufficient document of title to enable transfer of property by constructive delivery, namely, "An instrument charging or creating any security on or declaring trusts of imported goods given or executed at any time prior to their deposit in a warehouse, factory, or store, or to their being re-shipped for export, or delivered to a purchaser not being the person giving or executing such instrument."

The fourth and last mode of conveying chattels is by what is technically called a bill of sale. This much misunderstood term has three different meanings which it is important to distinguish. Its wide legal meaning is simply any document whereby the legal property in chattels is transferred; it matters not whether there is or is not any consideration, whether possession is delivered or retained, and whether the transfer is absolute or conditional or by way of security. But, except when there is valuable consideration, a deed must be used, as we have already pointed out. The popular meaning of a bill of sale is the exact opposite, in extent of subject-matter, to this legal meaning; it includes only an instrument by which the legal property in chattels is transferred to a person who lends money upon the security thereof. Finally, there is the statutory meaning of the term, which limits it down to certain instruments of transfer passing chattels which are enumerated in the Bills of Sale Acts, 1878 and 1882. In ordinary practice, this meaning is the most important one, because upon it depends the question whether or

not the document must be registered under the Acts in order to make it indefeasible.

Now the scope of the Bills of Sale Acts is best understood when their object is looked at; otherwise it is a little difficult to see why the statutes include some documents and exclude others in the definition clauses. Their object takes us into history. It was in the middle of the sixteenth century that Parliament detected a practice of debtors which bore hardly on their creditors, namely, the transfer of chattels as a contrivance to defraud the latter by any means of levying execution; such a transaction was made impeachable by 13 Elizabeth, cap. 5, as between debtor and creditor. But if made *bonâ fide* when no credit had yet been obtained, then the transaction could not be impeached under 13 Elizabeth, even if it was secret and the grantor remained in possession of the chattels, and appeared to the world to be their owner. Persons in this way could "obtain fictitious credit, which their real circumstances did not warrant, by retaining apparent possession of goods, the ownership of which they had parted with to others, but which appeared to be really their own." See judgment of COCKBURN, C.J., in *Branton* v. *Griffits*, 2 C. P. D. 212, 214). If the debtor became bankrupt or insolvent, a remedy was provided by the Bankruptcy Acts, which to some extent made available for the benefit of the debtor's creditors, all goods in his "possession, order, or control" for the purposes of his trade or business—the well-known "reputed ownership" doctrine [Bankruptcy Act, 1883, s. 44 (iii)]. But this protection was obviously very limited, and did not much help one of a numerous body of creditors, each of whom had given credit on the faith of the debtor's way of living or shop-window dressing. To give real protection, the abolition of the secrecy in every case was necessary, and this was effected by the Bills of Sale Act, 1854, which for the first time required registration as a condition precedent to the validity of such bills as against creditors. This statute was repealed and re-enacted in wide terms by the Act of 1878, which requires attestation and registration in a proper legal form in the case of all documents comprised within the definition given in the statute, where the grantor retains apparent possession of the goods, If the formalities of the statute are not complied with, the bill is bad as against creditors or a trustee in bankruptcy, but not as against the parties to the bill. But the later Act of 1882 goes a step further. It relates only to bills of sale given by way of security, but, unless the statute is complied with, it invalidates these even as between the grantor and grantee. The object of this enactment is obviously of a totally different kind from that of the earlier statute. It aims, not at protecting creditors against the fraud of a debtor, but at protecting a weak debtor against fraud on the part of some unscrupulous creditor who may trick him into giving a security over his goods where harsh and inequitable powers are reserved to the creditor.

Bearing in mind the history and object of the Act of 1878, it is easy to see what sort of documents it would seek to include. The documents must relate to "personal chattels," which section 4 of the Act defines as "goods, furniture, and other articles capable of complete transfer by delivery, and (when separately assigned or charged) fixtures and growing crops." It does not include ships. Again, there must be a transfer of property while the apparent possession is retained; this excludes receipts and similar vouchers for goods actually delivered to the purchaser. Again, the essence of the bill is that it gives, either expressly or impliedly, power to the grantee to seize and take possession of the chattels comprised in it (section 3). It does not matter whether or not it is necessary that notice of intention to seize be given to the grantee (*ibid.*). Lastly, it is limited to certain documents only, partly by an inclusive and partly by an exclusive enumeration in the definition clause (section 4). Briefly, these comprise assignments, declarations of trusts, inventories of goods or receipts for goods purchased (when left in the possession of the vendor), powers of attorney and licences to seize goods, attornments giving a power of distress over chattels, and post-nuptial but not ante-nuptial settlements: *Ashton* v. *Blackshaw* (9 Eq. 510), and *Wenman* v. *Lyon* (1891, 1 Q. B. 634). The mercantile documents already mentioned are expressly excluded by both Acts.

The only other point we propose to notice is the important principle that the statute only applies to documents which are intended by the parties to be the instruments transferring ownership: *Ex parte Hubbard* (17 Q. B. D. 690). When a verbal transfer is afterwards reduced to writing, or in some way evidenced by writing, it is not the instrument of transfer, and need not be registered. Put shortly, if the title of the transferee is by virtue of the transaction, not the document, it is not a bill of sale under the statutes: *Reeves* v. *Barlow* (12 Q. B. D. 436).

Reviews.

Public Health.

A MANUAL OF PUBLIC HEALTH LAW. By BERTRAM JACOBS. Barrister-at-Law. Sweet & Maxwell (Limited). 7s. 6d.

This volume contains a concise account of the statutes relating to public health, including not only the Public Health Acts proper, but the statutes generally which make up sanitary legislation. The size of the book forbids the quotation of the actual text of the statutes, but for those who have the statutes themselves at hand for reference, Mr. Jacobs gives very useful guidance to their contents. Thus chapter 1 states generally the various public health authorities, and chapter 2 the powers of urban and rural sanitary authorities with regard to contracts and otherwise. The subject of sanitation is dealt with in chapters 4—6, and chapter 19 is devoted to the housing of the working classes, including a useful section on the duties of landlords under sections 14—16 of the Housing, Town Planning, &c., Act, 1909. Throughout the book reference is made to the chief authorities, and at pp. 24 to 26 there is a careful statement of the numerous cases, such as *Humphry* v. *Young* (1903, 1 K. B. 44), and *London and North Western Railway* v. *Runcorn Rural District Council* (1898, 1 Ch. 561), on the distinction between drains and sewers.

Extraordinary Traffic.

THE LAW OF EXTRAORDINARY TRAFFIC ON HIGHWAYS. IN EIGHT PARTS. By BARNARD LAILEY, Barrister-at-Law. Sweet & Maxwell (Limited).

Local authorities frequently have to consider whether special expenses of repairing damage to highways can be recovered from the persons to whom the damage is due. The right to recover such expenses is conferred by section 23 of the Highways and Locomotives Amendment Act, 1878, which refers to damage caused by excessive weight or extraordinary traffic, and there have been numerous decisions on the question of what damage falls within the provision, and the ascertainment and recovery of the amount. Some interesting questions have arisen, also, as in *Kent County Council* v. *Folkestone Corporation* (1905, 1 K. B. 620), on the limitation of time for recovery of expenses imposed by section 12 (1) (b) of the Locomotives Act, 1898. The present volume is a convenient guide both to the statutes and the decisions on them, and the concluding chapter, on the evidence required to support or rebut a claim, will be found useful in the conduct of proceedings.

Companies.

COMPANIES MANAGEMENT. A MANUAL FOR THE DAILY USE OF DIRECTORS, SECRETARIES, AND OTHERS, IN THE FORMATION AND MANAGEMENT OF JOINT STOCK COMPANIES UNDER THE COMPANIES (CONSOLIDATION) ACT, 1908. WITH MODEL FORMS, REFERENCES TO LEADING CASES, AND NOTES ON THE LIMITED PARTNERSHIPS ACT, 1907, WITH A COPIOUS INDEX. By H. C. EMERY, Solicitor. SECOND EDITION, REVISED. Effingham & Wilson. 5s. net.

Mr. Emery gives, in moderate compass, practical directions on matters connected with companies. The law relating to these bodies has to be applied in the first instance by directors and secretaries, and the details which characterize more technical works would be out of place in a book intended primarily for their use. The work commences with the formation of companies, and states shortly the various matters requiring attention, including the preliminary contracts, and the prospectus, of which he gives a model form. The questions arising in the course of management receive similar attention, and, in the chapter on mortgages and debentures, the provisions of the Companies Act, 1908, relating to registration, are set out at length, and the consequences of omission to comply with them pointed out. Throughout the work the statutory provisions are freely quoted, and at pp. 79-84 there are useful hints as to the duties of directors.

Licensing.

PITMAN'S GUIDE TO THE LAW OF LICENSING. THE HANDBOOK FOR ALL LICENCE-HOLDERS. By J. WELLS THATCHER, Barrister-at-Law. Sir Isaac Pitman & Sons, Ltd.

This work, as the preface states, has been written mainly for the use of the licence-holder, and not specially for the lawyer. But this means that the author has paid regard to practical requirements rather than to technical legal details, and for some purposes this is an advantage also to the practitioner. The book is alphabetically arranged under such heads as "Child and Children," "Compensation," "Justices," "Licences," and "Occasional Licences," and the relevant information is given in clear and concise form. Thus, under "Licences" there is a useful summary of the various kinds of licence, and under "Compensation," the mode of assessment of compensation payable on the withholding of a licence is stated. Attention may also be directed to the list of forms required by statute or practice which is given under "Forms." The book does not profess to give full reference to statutes, and these the reader must find for himself; but as a practical guide to the contents of this statute law of licensing the book will be useful.

Statute Law.

CHITTY'S STATUTES OF PRACTICAL UTILITY, ARRANGED IN ALPHABETICAL AND CHRONOLOGICAL ORDER. WITH NOTES AND INDEXES. THE SIXTH EDITION, by W. N. AGGS, M.A., LL.M., Barrister-at-Law. Vol. X: "POLICE" TO "PRISONS." Sweet & Maxwell (Limited); Stevens & Sons (Limited).

This volume of "Chitty's Statutes" contains the titles "Police," "Poor," "Post Office," "Prescriptions" and "Prisons." "Police" is dealt with generally, with a separate heading for the Metropolis; and "Poor," besides that heading, is dealt with under "Apprentices," "Metropolis," "Rating," and "Settlement and Removal." Thus the volume contains statutes dealing with administration rather than the general law. The title "Police," for instance, includes the Town Police Clauses Act, 1847, which contains many regulations for the orderly government of towns; and under the title "Poor" there are given some seventy statutes dealing with the relief and management of the poor. The nature of the titles renders it unnecessary to attempt in the notes any detailed discussion of their provisions, and the merit of the work is to collect, in convenient form, all the statute law bearing upon the particular subject; but the editor has given such help in the way of references to kindred provisions as is likely to be useful. More scope for comment is afforded by the title "Prescription," and the notes to the Prescription Act, 1833, present a very full and careful summary of case law. For assistance in these the editor acknowledges his indebtedness to Mr. H. W. Law, Barrister-at-Law. Many points as to prescription have been decided of recent years, and the notes will lead the practitioner to *Hyman* v. *Van den Bergh* (1908, 1 Ch. 167), and other important cases.

Books of the Week.

Electric Lighting.—The Law relating to Electric Lighting, Power and Traction. By the late JOHN SHIRESS WILL, K.C. Fourth Edition, by W. E. TYLDESLEY JONES, Barrister-at Law. Butterworth & Co.

Local Government.—Local Government, 1911-1912, comprising Statutes, Orders, Forms, Cases, and Decisions of the Local Government Board. Edited by A. MACMORRAN, M.A. K.C., and KENNETH M. MACMORRAN, M.A., LL.D., Barrister-at-Law. Butterworth & Co.; Shaw & Sons. 20s. net.

Wills.—A Concise Treatise on the Construction of Wills. By FRANCIS VAUGHAN HAWKINS, M.A. Second Edition, by CHARLES PERCY SANGER, Barrister-at-Law. Sweet & Maxwell (Limited) 17s. 6d.

Indictable Offences.—A Digest of the Law, Practice, and Procedure Relating to Indictable Offences, being Archbold abridged and Alphabetically Arranged. By ARTHUR DENMAN, M.A., F.S.A., Barrister-at-Law, and Clerk of Assize for the South-Eastern Circuit. Sweet & Maxwell (Limited); Stevens & Sons (Limited). 15s. net.

Diary.—The Lawyers' Companion and Diary and London and Provincial Law Directory for 1913. By E. LAYMAN, B.A., Barrister-at-Law. 67th Annual Issue. Stevens & Sons (Limited); Shaw & Sons. 5s.

Diary.—Sweet & Maxwell's Diary for Lawyers for 1913 Edited by FRANCIS A. STRINGER and J. JOHNSTON, of the Central Office. Sweet & Maxwell (Limited); Manchester, Meredith, Ray & Littler. 3s. 6d. net.

Correspondence.

Hire-Purchase Agreements.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—I apprehend that the cases of *Helby* v. *Matthews* (1895, A. C. 471) and *Lee* v. *Butler* (1893, 2 Q. B. 318) decide that, in order to prevent a purchaser from the hirer acquiring a title to hired goods by virtue of the Factors Act, 1889, it is necessary that the agreement should contain an option allowing the hirer to return the goods. Most draftsmen of precedents apparently consider that this means that the hirer must be given an option to return the goods *at any time* during the period of hiring, as one usually finds such an option given (*e.g.* see the forms of hire-purchase agreement in the Encyclopædia of Forms and Precedents, Vol. 6).

I had occasion recently to consider the authorities, but could nowhere find it laid down that an option of this kind must be given if the hire-purchase agreement is not to be an agreement to purchase within section 9 of the above Act. It appears to be sufficient that the hirer may return the goods *at the end of the period of hiring* without being obliged to purchase them; and an agreement which allows this and gives the hirer the option of purchasing the goods for a further nominal sum, without payment of which the property in the goods shall not pass, would seem to be watertight.

Mr. Cyprian Williams, the well-known conveyancing counsel, has adopted this method in his form sold by the Solicitors' Law Stationery Society, and evidently he considered that the decided cases justified his so doing.

Apparently, therefore, it is possible for a trader virtually to sell his goods by way of hire-purchase without having the agreement terminated and the goods again thrown on his hands at the whim of the hirer before all the hire-instalments are paid.

ARTHUR C. DOWDING.

14, South-square, Gray's-inn, W.C., Nov. 18.

[See observations under "Current Topics."—ED. *S.J.*]

CASES OF THE WEEK.

House of Lords.

VACHER & SONS (LIM.) *v.* LONDON SOCIETY OF COMPOSITORS AND OTHERS. 24th and 25th Oct.; 18th Nov.

TRADE UNION—ALLEGED TORTIOUS ACT—LIBEL—CONSPIRACY TO LIBEL—ACT NOT IN CONTEMPLATION OR IN FURTHERANCE OF TRADE DISPUTE—ACTION AGAINST TRADE UNION AS SUCH—TRADE UNION DISPUTES ACT, 1906 (6 ED. 7, C. 47), S. 4.

Section 4 (1) *of the Trades Disputes Act*, 1906, *provides that an action against a trade union in respect of any tortious act alleged to have been committed by the trade union shall not be entertained by any Court, is of general application, protecting a trade union against an action in respect of any tortious act committed by it as such, and is not limited like sub-section* (2) *to tortious acts committed in contemplation or furtherance of a trade dispute.*

The plaintiffs sued the defendant trade union and two of its officials for libel and for conspiracy to publish libels of and concerning the plaintiffs and to induce persons not to deal with them. The defendants took out a summons for an order that the statement of claim should be struck out on the ground that by reason of section 4 *of the Act of* 1906 *such an action was not maintainable.*

Held, dismissing the appeal and affirming the decision of the Court of Appeal (Farwell, L.J., dissentiente) (*reported* 56 SOLICITORS' JOURNAL, 442; 81 *L.J., K.B.* 1014) *that the statement of claim, so far as it sought to make the union in its registered name liable, must be struck out.*

Messrs. Vacher & Sons, Parliamentary printers, appealed against an order of the Court of Appeal in favour of the respondents, the London Society of Compositors, and certain of its officials. The defendants, prior to December, 1909, had from time to time sent to various societies and political organizations a copy of a publication known as "The Compositors' Fair List and Guide," described in a covering letter from defendants as "Our Fair List," and containing the names of certain printers, including the name of the plaintiff firm. The letter contained a request that no orders for printing should be given to printers other than those whose names appeared in the list. At the close of 1909 the covering letter that was sent was to the same effect, but the name of the plaintiffs was omitted from the list of firms with whom the union asked that orders alone should be placed, and it stated that the list contained the names of the only offices in London in which trade union compositors were employed. The plaintiffs then commenced this action against the union, and two of its officers, named Naylor and Holmes, claiming damages for libel, and for conspiracy to publish libels of and concerning the plaintiffs with the object of inducing persons not to deal with them. The defendant union thereupon took out a summons

for an order that the statement of claim, so far as it referred to the union, should be struck out, on the ground that by section 4 of the Trade Disputes Act, 1906, no action against a trade union in respect of any tortious act alleged to have been committed by or on behalf of the union should be decided by a Court. The Court of Appeal restored the order of the Master which allowed the defendants' application. Messrs. Vacher and Sons appealed.

THE HOUSE took time for consideration.

Lord HALDANE, C., in the course of his judgment, after referring to the change in the law brought about in consequence of the decision in *Taff Vale Railway Co.* v. *Amalgamated Society of Railway Servants* (1901, App. Cas. 426) said, that before the Trade Disputes Act, 1906, was passed the union could undoubtedly have been sued, and the question was whether Parliament had put an end to that liability. His Lordship dealt with the Act, and continuing said, the action was one for damages against a trade union to which the Act applied. It did not appear whether there were trustees of the union or whether there was property vested in them which could have been made liable, assuming the cause of action did not arise out of a trade dispute. If there were trustees they were not made defendants, and indeed, if the advisers of the plaintiffs were apprehensive that the trial might disclose a trade dispute, there were good reasons for not joining the trustees. Without delivering a defence the defendants at once applied to strike the name of the union from the action on the ground that in the first place a trade union could not be sued at all in such an action, and that, in the second place, even if section 4 (1) of the Trades Disputes Act, 1906, was to be read as applying only if there was a trade dispute, it did not appear on the face of the proceedings that the acts complained of had arisen out of such a trade dispute. The Master made an order allowing the application. Channell, J., on appeal discharged this order, and directed that the point should not be disposed of summarily, but should stand over to the trial. The Court of Appeal reversed that decision. Vaughan Williams, L.J., thought that the libel, even according to the bare description in the statement of claim, was on the face of it an act done in contemplation or furtherance of a trade dispute. His lordship entertained so much doubt on this point that if it were the only one that arose he should be of the opinion of Channell, J., that the application ought to stand over to the trial in order that facts might be ascertained. But Vaughan Williams, L.J., decided in favour of the appeal before him on the other point. That learned Lord Justice took the view which he (the Lord Chancellor) took, that sub-section (2) of section 4 could not be read as qualifying the prohibition of the Courts contained in sub-section (1). Farwell, L.J., took a different view and dissented, and Kennedy, L.J., held that the plain language of sub-section (1) could not be cut down excepting by indulgence in illegitimate speculation as to what the legislature must have intended. On the other point he found himself unable to agree with Vaughan Williams, L.J. His Lordship, in conclusion, said he was in complete agreement with the judgment delivered by Kennedy, L.J. His examination of the Act and its various sections had led him to the same conclusion as that learned Lord Justice had reached. He therefore moved that this appeal should be dismissed with costs.

Lords MACNAGHTEN, ATKINSON, SHAW, and MOULTON read judgment to the same effect. The appeal was accordingly dismissed with costs.—COUNSEL, for the appellants, *Danckwerts*, K.C., and *Hugh Fraser;* for the respondents, *Holman Gregory*, K.C., and *Harold Morris*. SOLICITORS: *Scatliffe; Shaen, Roscoe, Massey, & Co.*

[Reported by ERSKINE REID, Barrister-at-Law.]

GILLOW AND OTHERS *v.* DURHAM COUNTY COUNCIL. 5th, 7th, and 18th Nov.

EDUCATION—NON-PROVIDED SCHOOL—RIGHT TO APPOINT AND OBLIGATION TO PAY CARETAKER AND CLEANER—RESPECTIVE POWERS OF LOCAL EDUCATION AUTHORITY AND MANAGERS—EDUCATION ACT, 1902 (2 ED. 7, c. 42), s. 7.

By the Education Act, 1902, *the primary power and duty of appointing a caretaker and cleaners in a non-provided public elementary school are vested in the managers and not in the local education authority.*

So held, reversing the decision of the Court of Appeal (Vaughan Williams, L.J., dissentiente) (*reported* 55 SOLICITORS' JOURNAL, 725; 1911, 2 *K. B.* 1074, 81 *L. J. K. B.* 1) *and restoring the judgment of* Hamilton, J.

Appeal by the Very Rev. Henry Canon Gillow and others, managers and trustees appointed under section 11 of the Education Act, 1902, of the Roman Catholic Public Elementary School at Consett, against an order of the Court of Appeal (Fletcher Moulton and Farwell, L.JJ., Vaughan Williams, L.J., *dissentiente*), which reversed a judgment of Hamilton, J., who held that the right to employ persons to act as caretakers and cleaners of a non-provided school was vested in the managers of the school and not in the local education authority; but the expense of employing persons for those purposes fell on the local education authority as part of the cost of maintaining the school and keeping it efficient. The local education authority having successfully appealed against the decision of Hamilton, J., the managers appealed to their lordships' bar.

THE HOUSE took time for consideration.

Lord HALDANE, C., said that the decision of the majority of the Court of Appeal, as the case was put by Farwell, L.J. (in whose judgment Fletcher Moulton, L.J., merely concurred), appeared to him to be based on a misconception of the scheme of the Act, which was to give the bodies of managers who were in existence when the Act began to operate, a title to aid from the rates similar to that of a provided school, while denying to the authority, as their paymaster, any but a limited title to interfere with the powers of management. He thought that these powers continued to include that of general management, and, as part of this, the responsibility for looking after the school and appointing the necessary caretakers and cleaners. He was, therefore, of opinion that the judgment of the Court of Appeal should be reversed, and that of Hamilton, J., restored, and that the respondents should pay the costs of this appeal and in the courts below.

Lord ATKINSON concurred.

Lords MERSEY and SHAW read judgments to the same effect. Accordingly, the appeal was allowed with costs there and below.—COUNSEL, for the appellants, *Sir Robert Finlay*, K.C., *T. R. Hughes*, K.C., and *V. Somers-Browne;* for the respondents, *E. Tindal Atkinson*, K.C., and *R. I. Simey*. SOLICITORS, *Ridsdale & Son* for *Watt & Carr*, Liverpool; *Maude & Tunnicliffe* for *Harold Jevons*, Durham.

[Reported by ERSKINE REID, Barrister-at-Law.]

GEORGE ATTENBOROUGH & SON *v.* J. D. SOLOMON AND ANOTHER. 18th and 19th Nov.

ADMINISTRATION—EXECUTOR—PLEDGE OF PERSONAL CHATTELS MANY YEARS AFTER TESTATOR'S DEATH BY ONE EXECUTOR WHO, UNDER THE DISPOSITIONS OF THE WILL, HAD BECOME A CO-TRUSTEE—NO REPRESENTATION AS TO PLEDGOR'S TITLE MADE TO PAWNBROKER AT TIME OF PLEDGE—TITLE OF PLEDGEE.

A testator, who died in 1878, *appointed two persons as his executors and trustees, and bequeathed his residuary estate to them upon certain trusts. All debts and funeral expenses of the testator were paid within a year from his death, and the residuary account was passed. In* 1892 *one of the executors, not purporting to act as executor, but as absolute owner, and without the knowledge or consent of his co-executor and trustee, pledged certain articles forming part of the testator's residuary estate with the defendants, to secure money borrowed by him, which he applied for his own private purposes. This executor died in* 1907, *and another trustee was appointed in his place. In* 1908 *the trustees discovered that the articles had been pledged, and claimed them from the pawnbrokers. The trustees subsequently redeemed the articles pawned, on an undertaking by the pawnbrokers to refund the money if a judgment of* Joyce, J., *reported* 1911, 2 *Ch.* 159, *holding that the pawnbrokers had acquired a good title, was reversed on appeal.*

Held, affirming the decision of the Court of Appeal (56 SOLICITORS' JOURNAL, 270; 1912, 1 *Ch.* 451), *that the pawnbrokers had no title in the articles, as the deceased executor, by the dispositions of the will, had the possession of the goods only as a co-trustee, and therefore could not dispose of them except with the knowledge and consent of his co-trustee.*

Appeal by the defendants, a firm of pawnbrokers, from an order of the Court of Appeal, which reversed a judgment of Joyce, J. At the close of the appellants' case, counsel for the respondents having been heard on one point only,

Lord HALDANE, C., said their lordships were of opinion that the appeal failed. The facts, out of which this litigation had arisen, lay in a very short compass. The question was whether certain chattels, being articles of silver plate, which were pledged by one A. A. Solomon to Messrs. Attenborough under the usual pawnbroker's contract were validly pledged. A. A. Solomon was one of the co-executors and trustees of the will of Moses Solomon, made in 1878. The testator appointed A. A. Solomon and J. D. Solomon to be executors and trustees, and, after giving certain pecuniary legacies, as to the residue of the estate, real and personal, he devised and bequeathed it to certain trustees as trusts for sale and on the payment of expenses, the residue was to be divided into four parts, each of the trustees and executors to have a fourth part. The will was duly proved, and very shortly after—the next year—J. D. Solomon, the other executor, put in the residuary accounts. These showed the particulars of the estate of the testator, that the debts had been paid, and then concluded with a declaration in which it was said that the account was a true account, and that he (J. D. Solomon) had offered to pay so much duty upon the amount of the residue, "which is there mentioned to which I am entitled, and intend to retain to my own use and for the use of A. A. Solomon and other beneficiaries under the will." The only other material fact was that on J. D. Solomon's evidence, which was given in the action, he said that the debts were all paid shortly after the testator's death. The executory residuary accounts must be construed with reference to its purpose. It was not a document which was intended to form the purpose of a declaration of trust, but it might be looked at as evidence of what the executors regarded as being the position of the estate. It was plain from the document that J. D. Solomon regarded the debts as being paid and the residue of the estate as ready to be held upon the trusts which affected it in the hands of the trustees. His lordship then passed to the history of the case, and next stated that in order to make clear the conclusion to which he had come on the very simple point on which the appeal turned, he must advert to the general principles of law which governed the case. The position of executor was very peculiar, and could only be understood by reference to the history of the law of England. He was an official of ecclesiastical origin who was appointed by the testator, the administrator being appointed by the court for the purpose of seeing

to the administration by virtue of his office, and by operation of law, and not by the terms of the will, he took the title to the personal property of the testator, which vests with the *plenum dominium* over the testator's chattels. The will became obsolete so far as the disposition of these chattels was concerned, only if the executor assents to their distribution. He could, by virtue of his office, sell for the purpose of paying debts and getting in the value of the estate. He was executor and remained executor for an indefinite time. Authorities were cited by Mr. Hughes for the appellants to the effect that the executor could sell at a very remote period after the death of the testator where there was a question of conveyancing, as, for instance, in the case of leaseholds; and that the purchaser was not entitled to make a requisition as to the payment of debts. That was true within limits, and he had no comment or criticism to make on the authorities which laid that down. But it was qualified by another principle, which was that the executor remained, but the property which he enjoyed the possession of did not necessarily remain with him. The Lord Chancellor went on to say he could not doubt, in view of the residuary accounts and the evidence of J. D. Solomon, and of the fourteen years which had passed since A. A. Solomon made the pledge in 1892, that the true inference to be drawn from the facts was that the executor considered he had done all that was due to him as executor, and when the executory accounts were passed the dispositions of the will took effect. If that were so, the true inference was that the executors assented at a very early date to the dispositions of the will taking effect. And by the dispositions these chattels became vested in the two executors as trustees under the will. But A. A. Solomon made the pledge in 1892. What, then, was the position of the appellants? By the law of England the property of a chattel cannot be split up as can property in land. The property is always in one set of hands. When the person who owns a chattel makes a pledge of it to a pawnbroker, he is not parting with the full property in it, or giving anything in the nature of a title to the pawnbroker, except to some limited extent. The pawnbroker was entitled to hold the property on certain terms, and if default was made in payment of interest, he might even go so far as to sell it. It rests on this foundation that the property remained in the bailor, and the bailee simply took at the outside a right of possession with possibly the right to sell, to which he had referred. If that were true, then not even such rights were conferred when A. A. Solomon handed over the articles of silver in this case. He had no property to them as executor, and could convey no contractual rights from the true owners, and the true owners were entitled to recover them free from restrictions. The property was vested, not in A. A. Solomon in 1892, when the admitted pledge was made, and he (his lordship) saw no answer to the case made for the respondents that the present trustees in whom that property was now vested were entitled to recover. A good deal of authority had been cited in the case. Mr. Hughes had said with great force that persons dealing with executors had not got to inquire whether the debts had been paid, and the Court of Appeal had properly devoted some attention to the elaboration of that proposition. But the question which went to the root of this case was whether they were dealing with an executor acting in virtue of his powers as executor or not. If he (his lordship) was right, there was no question here of the executor acting within his powers. The executors had become divested of the property in the chattels in virtue of the dispositions of the will, but the right *in personam* if it turned out that he might require them for payment of debt remained always—the right to bring an action and not a right of property. His lordship concluded by saying that he had arrived at this judgment without hesitation that at the time when the pledge to Messrs. Attenborough was made, A. A. Solomon had no title in virtue of which he could make it; and that the respondents were entitled to succeed in their action.

Lords ATKINSON and SHAW concurred, and the appeal dismissed with costs.—COUNSEL, for the appellants, *T. R. Hughes*, K.C., and *W. M. Cann;* for the respondents, *Younger*, K.C., *W. H. Cozens-Hardy*, K.C., and *R. W. Turnbull*. SOLICITORS, *Stanley J. Attenborough; Cox & Lafone.*

[Reported by ERSKINE REID, Barrister-at-Law.]

Court of Appeal.

DALLIMORE *v.* WILLIAMS. No. 1. 11th, 12th, and 13th Nov.

TRADES DISPUTES ACT, 1906, s. 5 (3)—MEANING OF "TRADE DISPUTE"—MALICE.

Employees who were on good terms with their employer, and had contracted to serve him at a fixed wage, were ordered by officials of their union to strike for higher wages. The officials were actuated by spite, as the jury found. In an action for inducing the employees to break their contracts, the judge directed the jury that there was not a trade dispute within the meaning of the Act unless the particular employer was at variance with his own workmen, and the jury found for the employer.

Held, that this was a misdirection, and that there must be a new trial.

Held, also, that if a defendant is entitled to the protection of the Act, it makes no difference if he is shewn to have been actuated by motives of personal spite.

The plaintiff, H. Dallimore, was an organizer of concerts, and arranged to give a series of concerts at the Alhambra on Sundays during 1911, and engaged a band at a fixed wage for the season. The defendants were on the executive of the Musicians' Union, and, as such, actuated by personal spite, put pressure on the members engaged for the band at the concerts to refuse to play on Sunday, the 1st of October, unless their wages were raised to 10s. 6d. The plaintiff paid under protest, and then brought this action against the defendants, claiming damages for inducing the band to break their contracts, and for libel. The jury found that the defendants, without justification, induced the band to break their contracts, and that they did not do this in furtherance of a trade dispute. They also found for the plaintiff in respect of the libel. On a motion for a new trial, the defendants failed as to the libel, but succeeded on the ground of misdirection as to what constitutes a trade dispute.

COZENS-HARDY, M.R., stated the facts, and said the defence to the action was that the acts complained of were protected by the Trade Disputes Act, 1906, as being done in furtherance of a trade dispute. It is, therefore, necessary to consider what is a trade dispute within the meaning of the Act. Ridley, J., thought it must be one between Dallimore and his employees; he considered that according to *Conway* v. *Wade* (1909, A. C. 506) there must be a dispute between the particular employer and his own men, but counsel for the respondents did not see his way to support that view, and I do not see how it can be reconciled with the words of the Act in section 5 (3). The question left to the jury was, "Were the acts complained of done in furtherance of a trade dispute?" You cannot sever this from the definition of a trade dispute given by the learned judge, and if the definition cannot be supported, the finding must go. The last question was, "Were the acts done out of spite?" Answer, yes. I cannot think that the existence of malice takes a defendant out of the protection of the Act. It is not easy to extract a definition of a trade dispute from *Conway* v. *Wade* (*sup.*), but to-day it is only necessary to say that the view of the learned judge is erroneous.

FARWELL and HAMILTON, L.JJ., delivered judgments to the same effect, and a new trial was ordered on the issue as to a trade dispute. Plaintiff was given half the costs of the appeal in any event, the other half to abide the result of the new trial.—COUNSEL, *Langdon*, K.C., *McCardie*, and *Schlosser; Sir F. Low*, K.C., *H. Dobb*, and *Stephen Low*. SOLICITORS, *Dangerfield, Blythe, & Canning*, for *Hall, Son, & Hawkins*, Manchester; *M. Grunebaum.*

[Reported by F. GUTHRIE SMITH, Barrister-at-Law.]

High Court—Chancery Division.

NEALL *v.* BEADLE. Eve, J. 6th Nov.

LANDLORD AND TENANT—LEASE FOR TERM OF YEARS—HOLDING OVER—IMPLIED TENANCY—AGREEMENT BY TENANT TO PAY TITHE RENT-CHARGE—NON-PAYMENT OF RENT—STATUTE OF LIMITATIONS.

A lessee for a term held over after the expiration of the term paying no rent but paying the tithe rent charge. In an action brought by the landlord for recovery of possession more than twelve years after the expiration of the lease,

Held, that the relationship between the parties continued after the expiration of the term, that a tenancy from year to year must be implied, and therefore the plaintiff was entitled to recover possession.

This was an action for a declaration that certain lands known as Ridgway Farm, at Herne, in the county of Kent, belonged to the plaintiffs, and for recovery of possession. In April, 1891, G. E. Dering, the then owner of the farm, agreed to grant and the defendant agreed to take a lease of the farm for a term of eight years, from the 11th of October, 1890, at a rent of £150 per annum, and by way of additional rent the payment of the tithe or tithe rent charge and the rates and taxes. The terms of the lease were embodied in a memorandum dated the 16th of April, 1891, and the tenant went into occupation, but no lease was ever executed. The tenant paid the tithe or tithe rent charge and the rates and taxes, but he did not pay the rent of £150. After the expiration of the term, that is, as from the 11th of October, 1898, the defendant remained in possession of the farm, and continued down to February, 1911, to pay the tithe or tithe rent charge and the rates and taxes, but not the rent of £150. On the 15th of June, 1910, the defendant wrote to the agent of the landlord enclosing a cheque in payment of the tithe. The said G. E. Dering died on the 5th of January, 1911, and the plaintiffs were his trustees and executors. Since the death of G. E. Dering the plaintiffs had applied to the defendant for arrears of rent, but the defendant repudiated the claim, alleging that he had acquired a title under the Statute of Limitations.

EVE, J.—In April, 1891, the defendant entered into occupation of the farm as tenant for the term of eight years, and on the expiration of the term he continued in possession, and was in occupation when the lessor died in January, 1911. In June, 1911, this action was brought by the plaintiffs as legal representatives of the lessor, seeking a declaration that the farm belonged to them and for recovery of possession. The original letter was evidenced by a memorandum whereby the defendant agreed to pay £150 per annum as rent, and as additional rent the tithe or tithe rent charge to which the land was subject, and also the rates and taxes. The defendant by his defence pleads possession pursuant to ord. 21, r. 21, and that defence involves the question whether

he has acquired a title under the Statute of Limitations. His case is that he has been in adverse possession of the property since the expiry of the term in October, 1898. The plaintiffs, on the other hand, allege that adverse possession did not commence until a later date in 1899, and therefore the statutory period had not run when the writ in this action was issued. That question depends upon what was the relationship between the parties after the term of eight years had expired. One remarkable feature in the present case is that from first to last the defendant never paid any rent, though he has throughout paid the amount of the tithe rent charge to the landlord's agent. The defendant contends that he was under no legal obligation to make the payments, and therefore no inference can be drawn from such payment. Under the Tithe Act, 1891, the agreement by the tenant to pay the tithes was void for all purposes as shown by the recent case of *Tuff* v. *Drapers Co.*, reported in the *Times* of the 2nd of November last. But that does not make the payments wholly unequivocal. I am not entitled to shut my eyes to what took place both before and after the expiration of the term. What I know is that the practice with regard to the payment of the tithes was maintained unbroken throughout. The practice was for the agent of the landlord to pay the tithes half-yearly, and to apply to the defendant for repayment, and in response to the defendant's cheques he handed over the receipts, which must have shewn that the defendant was not paying the tithes, but recouping the agent who had already paid them. Under these circumstances can I come to any other conclusion than that the relationship created by the memorandum of April, 1891, was a continuing relationship after the expiration of the term. I think it is impossible to say that the defendant was a mere trespasser as from the year 1899. I am therefore bound to imply an agreement some time in 1899 by which the defendant became a tenant from year to year. I agree that having regard to the size of the farm it would be difficult to say that there was anything in the nature of a tenancy at will. The plaintiffs, therefore, are entitled to a declaration; and as the defendant must be taken to have disclaimed the tenancy (see Cole on Ejectment, p. 41) they are also entitled to possession.—Counsel, *P. O. Lawrence*, K.C., *Danckwerts*, K.C., and *Sargant*; *Ernest Pollock*, K.C., and *H. S. Preston*. Solicitors, *J. N. Mason & Co.*, for *Sworder & Longmore*, Hertford; *Dollmann & Pritchard*.

[Reported by S. E. Williams, Barrister-at-Law.]

Re **WEST YORKSHIRE TRAMWAY BILL, 1906.** Warrington, J. 31st Oct.

Tramway Company—Abandonment of Undertaking—Compensation for Property Rendered Less Valuable by the Abandonment.

The owner of a piece of land adjoining a road sold a portion of it to a tramway company, who proposed to make a tramway along the road, for the purpose of the widening of the road. The company could not open that portion of the tramway until the road had been widened. The tramway was not built, and the undertaking was abandoned. The owner of the land thus lost the advantage of a frontage on the road which the widening would have given him.

Held, that the owner of the land was not a person whose property had been rendered less valuable by the abandonment of the tramway.

In this summons the applicant was the owner of a piece of land adjoining a road along which the West Yorkshire Tramways Company proposed to make a tramway. By section 5 of the West Yorkshire Tramways Act, 1906, the company was authorized to make tramways and other works, among which was: "Widening No. 4.—A widening in the parish and urban district of Elland, of Southgate, and Victoria-road." By section 81 of the Act, it was provided, "For the protection of the Elland Urban District Council the following provisions, unless otherwise agreed in writing between the council and the company, and notwithstanding anything contained in the Act, shall apply and have effect (that is to say):—(2) Concurrently with the construction of so much of tramway No. 8 as is situate between West Vale and Elland Town Hall, and before opening such portion of the said tramway for public traffic, the company shall execute and carry out to the reasonable satisfaction of the council the widening of Nos. 4 . . . . authorized by this Act." The effect of these two sections was to make it binding on the company before opening the particular portion of the tramway to widen the road on which was situated the land owned by the applicant. For the purpose of this widening the company bought a portion of the applicant's land. The tramway was not built, and the undertaking was abandoned. This left the applicant with a piece of land which, if the tramway had been constructed, would have had a frontage on the road, but which, through the abandonment of the undertaking remained separated from the road by an intervening strip. The question raised was whether the applicant was entitled to come in and prove his claim as a landowner whose property had been interfered with or otherwise rendered less valuable by the abandonment of the undertaking.

Warrington, J., said that upon the authority of *Re Southport and Lytham Tramroad Act*, 1900, *Ex parte Hesketh* (1911, 1 Ch. 120), he was of the opinion that unless the diminution of value resulted from the abandonment of the tramway, and necessarily from that, the applicant was not entitled to succeed. Under the Act the street need not necessarily be widened, as even now it might be widened. The applicant had not been injured by the abandonment of the tramway although he might have been by the street not having been widened. The applicant did not come within the class of persons whose property had been interfered with, or otherwise rendered less valuable by the abandonment of the tramway.—Counsel, *P. F. Wheeler*; *Cave*, K.C., and *T. K. Crossfield*. Solicitors, *Williamson, Hill, & Co.*, for *Land & Foster*, Halifax; *Deacon & Co.*

[Reported by J. B. C. Tregarthen, Barrister-at-Law.]

Re **HARPER'S TICKET ISSUING AND RECORDING MACHINE (LIM.). HAMLEN** *v.* **THE COMPANY.** Eve, J. 12th Nov.

Company—Director—Solicitor to Company—"Officer" of Company—Vacating Directorship on Accepting any other Office.

A solicitor is not an officer of the company unless he is specially retained at a fixed salary.

Where, therefore, the articles of association provide that the office of a director shall be vacated if he accepts any other office under the company, a director who is appointed solicitor of the company does not cease to be a director.

Re Liberator Building Society (71 *L. T.* 406) *distinguished.*

This was a motion for a receiver by a debenture-holder. By the articles of association of the company it was provided that the number of directors should be not less than three, and not more than five, and it was also provided that the office of a director should *ipso facto* be vacated if a director should accept or hold any other office of the company, except that of managing director or manager. On the incorporation of the company three gentlemen were appointed the first directors, two of whom, by a subsequent resolution, were appointed solicitors of the company. At a subsequent board meeting debentures were issued to the plaintiff for cash advances to the company, interest on which was in arrear. On the motion for a receiver the company contended that the debentures were invalid, being issued by two directors who had vacated office by being appointed solicitors of the company. The plaintiff contended that a solicitor was not an officer of the company, and relied on *Carter's Case* (31 Ch. D. 496). The case of *Astley* v. *New Tivoli (Limited)* (1899, 1 Ch. 151) was also referred to.

Eve, J.—By this motion for a receiver the plaintiff, who is a debenture-holder of the company, is seeking to enforce his security. The first point which is taken by the defendant company is this, that the plaintiff has no security at all to enforce, because the debenture which he holds was issued on the authority of individuals who were not at the time authorized to act as directors. The company was incorporated in 1905, and by the articles of association it was provided that the number of directors should not be more than five, nor less than three, and it was also provided that the office of director should *ipso facto* be vacated if a director accepted or held any other office of the company except that of managing director or manager. Three gentlemen were appointed the first directors, and two of them were by a subsequent resolution of the company appointed solicitors of the company. Afterwards a board meeting was held, at which the plaintiff's debenture was issued, and the company now say that the two gentlemen appointed solicitors had accepted and held another office of the company, and had *ipso facto* ceased to be directors when the debenture was issued. The short point, therefore, which I have to determine is whether a solicitor to a company holds an office under the company. It was pointed out by counsel on behalf of the plaintiff that in *Carter's Case* (*supra*) it was held that a solicitor appointed by the articles of association was not an officer of the company within Section 165 of the Companies Act, 1862, and that is so because it is open to the company at any time to employ someone else unless the employment is on special terms. Counsel for the company is right in saying that there may be cases in which a relationship is established which creates an office, and in such cases the solicitor holds an office under the company. Such was the case in *Re The Liberator Permanent Building Society* (71 L. T. 406), where the solicitor was specially retained at a fixed salary, and he agreed to forego all the ordinary rules with regard to remuneration. But in the present case there is a mere resolution to appoint the solicitors, which amounts to little more than an intention to employ them, which binds neither party, and imposes no disqualification. The resolution, therefore, did not disqualify the solicitors, and they both continued to be directors. A receiver must consequently be appointed.—Counsel, *Sims*; *Manning*. Solicitors, *Douglas, Norman, & Co.*; *Blair & Girling*.

[Reported by S. E. Williams, Barrister-at-Law.]

Re **DE SOMMERY. COELENBIER** *v.* **DE SOMMERY AND OTHERS.** Parker, J. 19th June; 31st July; 11th Oct.; 4th Nov.

Will—Construction—Specific Gift of Foreign Property—Costs of Realization—French Succession Duty—Trust Containing Two Powers—Divisibility of—One Power Valid—Other Void for Remoteness—Trust Valid.

French death duties were paid by English executors on some Canal du Midi shares which had been specifically bequeathed by a testator domiciled in England, and costs were incurred in paying such duties. The shares being foreign did not vest in the executors virtute officii, *and evidence was given that according to French law an executor would have no right as against a specific legatee to be put in possession of specifically bequeathed property.*

It was held, that these duties and costs were payable out of the specific bequest, and not out of the residue.

Re Brewster, Butler *v.* Southam (1908, 2 *Ch.* 365), *and* Re Pearce, Crutchley *v.* Wells (1909, 1 *Ch.* 819), *affirmed.*

Perry *v.* Meddowcroft (1841, 4 *Beav.* 197) *dissented from.*

Two-thirteenths of the testator's residue was to be held "Upon trust to pay the capital or income thereof, or neither, to my nephew, the said Eugene de Sommery, or to apply the capital or income thereof, or any part of either, for his benefit, or for the benefit of his wife or any child or children of his, as my trustees may, in their absolute and uncontrolled discretion, consider desirable."

Held, (1) *The power or powers created in favour of Eugene de Sommery, his wife and children, are conferred on the trustees of the will for the time being, and not on the original trustees only;* (2) *There are, in fact, two powers vested in the trustees for the time being of the will; first, a power of paying either capital or income to Eugene de Sommery, which is only capable of being exercised during his life; and secondly, a power of applying either capital or income for the benefit of Eugene de Sommery, his wife or children, which is capable of being exercised beyond the period allowed by law;* (3) *That as the settlor has used language from which the court may fairly infer that he contemplated the creation, not of a single power, but of two distinct powers, one of which only is open to objection because of the rule against perpetuities, the first power is accordingly valid, and the second power is void.*

This was a construction summons which was first adjourned in order to obtain evidence of French law as to the rights of a French executor over the property specifically bequeathed to a legatee. That point having been decided, it was then adjourned to be amended in order to raise another issue on the question of the remoteness of a gift. The judgment was accordingly actually delivered in fragments. By her will, dated the 16th of July, 1897, the Countess Marie Cecile de Sommery devised and bequeathed "all the real and residuary personal estate, except my shares in the Canal du Midi, of which I have testamentary power of disposition at my decease unto the said Louis Charles Coelenbier and Amand Debard"—whom she had already appointed her executors—"(hereinafter called 'my trustees') upon trust for sale, and upon trust to stand possessed of the net proceeds of such sale, and the unconverted part of my estate for the time being (together hereinafter called 'my trust fund'), after payment of my debts and funeral and testamentary expenses, upon trust" to pay a certain charitable legacy, "and upon trust to divide the residue of my trust fund into thirteen equal parts," and as to eleven of such parts upon the trusts therein declared, "and as to two other of such parts, upon trust to pay the capital or income thereof, or neither, to my nephew, the said Eugene de Sommery, or to apply the capital or income thereof, or any part of either for his benefit, or for the benefit of his wife or any child or children of his, as my trustees may in their absolute and uncontrolled discretion consider desirable, and subject thereto, to pay any capital or income which remain in their hands under this trust, to such of my nephews and nieces, and in such shares as my trustees may think proper. I devise and bequeath all my twenty-one shares in the Canal du Midi to my trustees, upon trust in their absolute and uncontrolled discretion to sell or retain the same." The testatrix died on the 26th of April, 1899, domiciled in England, and was at her death entitled to the twenty-one shares in the Canal du Midi. After her death the trustees sold four of these shares, and out of the proceeds of such sale paid a legacy charged by the will on seven of these shares. It was necessary for the trustees, in order to complete their title in accordance with French law, to pay certain sums claimed by the French Government by way of succession duty, and they incurred costs in so doing. The first question, accordingly, was whether (1) these French duties, (2) these costs, ought to be paid out of the proceeds of sale of these four shares, or out of the residuary estate. This point having been disposed of, a further point arose as to whether, and, if so, to what extent, the trusts in the will declared concerning two thirteenth parts of the residuary estate of the testatrix for the benefit of Eugene de Sommery, his wife and children, were void for remoteness, or how otherwise, and if so, whether such parts ought to be held in trust for the next-of-kin of the testatrix, or how otherwise. On the first point, on the one hand, it was contended that (1) these French duties and (2) these costs were both payable out of the residue, and the case of *Perry* v. *Meddowcroft* (1841, 4 Beav. 197) was relied on in support of that proposition as far as the question of the costs was concerned. With regard to the question of these French duties, it was quite clear from the text-books, if they were accurate, that these ought to be paid out of residue. Counsel asked leave to incorporate in his argument the remarks on the subject in the 7th edition of Theobald on Wills, at p. 802, the 6th edition of Hanson on Death Duties, at pp. 157, 190, and the 6th edition of Jarman on Wills, at pp. 2014-2015. He also referred to *Peter* v. *Stirling* (10 Ch. D. 279) and *Re Maurice, Brown* v. *Maurice* (75 L. T. 415). It is clear, if the statements in the text-books are accurate, that the first duty of the executors is to clear the estate abroad and bring it over here in a liquid form. On the other side, it was contended that these French duties were quite clearly payable out of the subject matter of the specific gift, and the case of *Re Brewster, Butler* v. *Southam* (1908, 2 Ch. 365) was relied on as being in *pari materia* with the present case. The case of *Sharp* v. *Lush* (1879, 10 Ch. D. 469) was also cited. On the second point, it was contended that the trusts of the particular two thirteenth parts of the residue in favour of Eugene de Sommery, his wife and children, were void as contravening the rule against perpetuities. *Cur. adv. vult.*

PARKER, J., after stating the facts, said that in this case on the first point the trustees were also executors, and must therefore, as such, have assented to the gift of the four shares to themselves. After such assent they were entitled to the shares as trustees, and not as executors. The duty and costs ought to be borne by the proceeds of the four shares. As to the duty, this seemed to be clear without authority, but *Re Brewster, Butler* v. *Southam* (1908, 2 Ch. 365), seemed to be a decision to that effect. The costs were, in his opinion, all incurred in carrying into effect the trusts of the twenty-one shares, and were not costs of the general administration. They should, therefore, be borne by the property in respect of which they were incurred. Even costs incurred in respect of a specific gift before the assent of the executors were, sometimes at any rate, chargeable against the property, the subject of the gift (see *Re Pearce, Crutchley* v. *Wells* (1909, 1 Ch. 819). The only difficulty was occasioned by *Perry* v. *Meddowcroft* (1841, 4 Beav. 197), but he doubted the correctness of that decision. He could not think that where there was a specific gift of a right of action, the costs of legal proceedings to enforce the right were payable out of residue. Here there was a further reason for holding that the costs were not payable out of residue. The twenty-one shares were foreign assets, which did not vest in the executors *virtute officii*, and the evidence was that, according to French law, an executor would have no right, as against a specific legatee, to be put in possession of specifically bequeathed property. With regard to the perpetuity point, his lordship said: A special power which, according to the true construction of the instrument creating it, is capable of being exercised beyond lives in being and twenty-one years afterwards is, by reason of the rule against perpetuities, absolutely void; but if it can only be exercised within the period allowed by the rule, it is a good power, even though some particular exercise of it might be void because of the rule. If a power be given to a person alive at the date of the instrument creating it, it must, of course, if exercised at all, be exercised during his life, and is therefore valid. Again, if a power can be exercised only in favour of a person living at the date of the instrument creating it, it must, if exercised at all, be exercised during the life of such person, and is therefore unobjectionable. Further, the instrument itself may expressly limit a period, not exceeding the legal limits, for the exercise of the power. Lastly, when the settlor has used language from which the court may fairly infer that he contemplated the creation, not of a single power, but of two distinct powers, one of which only is open to objection because of the rule against perpetuities, the court will avoid the latter only, and will give effect to the power which is not open to this objection. Thus, although a power vested in the trustees for the time being of a settlement has, so far as I can discover, been uniformly looked on as a single and indivisible power, it may be otherwise if this power be limited to A and B, or other the trustees of the settlement for the time being. In this case the court may treat the settlor as having created one power vested in A and B while trustees, and a distinct power vested in A and B would be open to no objection on the ground of remoteness: *Attenborough* v. *Attenborough* (1855, 1 K. & J. 296). In my opinion, the power or powers created in favour of Eugene de Sommery, his wife and children, are conferred on the trustees of the will for the time being, and not on the original trustees only (see *Re Smith, Eastick* v. *Smith* (1904, 1 Ch. 139), and this being so, there is, I think, no possibility of applying the principle of *Attenborough* v. *Attenborough* (*supra*). Further, if there be one power only vested in these trustees, it is fairly obvious that it may, according to the true construction of the will, be exercised during the life of any child of Eugene de Sommery, whether alive at the testatrix's death, or born afterwards, and would therefore be avoided by the rule against perpetuities. I have come to the conclusion, however, that there are, in fact, two powers vested in the trustees for the time being of the will; first, a power of paying either capital or income to Eugene de Sommery, which is only capable of being exercised during his life; and secondly, a power of applying either capital or income for the benefit of Eugene de Sommery, his wife or children, which is capable of being exercised beyond the period allowed by law. I see no reason on principle which precludes me from upholding the former and rejecting the latter power.—COUNSEL, *Greenland; Byrne; Fairfax Luxmoore; C. J. Mathew.* SOLICITORS, *Le Brasseur & Oakley, for Stone, Thomas, & King*, Bath; *Fooks, Chadwick, Arnold, & Chadwick.*

[Reported by L. M. MAY, Barrister-at-Law.]

High Court—King's Bench Division.

ASIATIC PETROLEUM CO. (LIM.) *v.* LENNARD'S CARRYING CO. (LIM.). Bray, J. 1st Nov.

SHIP—CARGO—LOSS BY FIRE—UNSEAWORTHINESS OF SHIP—LIABILITY—FAULT OR PRIVITY OF OWNERS—MERCHANT SHIPPING ACT, 1894 (57 & 58 VICT., c. 60), s. 502.

A cargo of oil carried on board a ship was destroyed by fire, the cause of the loss being the stranding of the ship occasioned by the unseaworthiness of her boilers.

Held, that the shipowners were not entitled to the protection of section 502 of the Merchant Shipping Act, 1894, as the loss had not happened without their actual fault or privity.

The plaintiffs were the indorsees of bills of lading for the carriage of a cargo of benzine oil from Novorossik to Rotterdam on board the

defendants' ship *Edward Dawson*. The ship sailed in September, 1911, and went ashore near Flushing on the 1st of October, when the oil took fire and was destroyed. The Merchant Shipping Act, 1894, section 502, provides, *inter alia*, as follows: "The owner of a British seagoing ship, or any share therein, shall not be liable to make good to any extent whatever any loss or damage happening without his actual fault or privity . . . where any goods, merchandise or other things whatsoever taken in or put on board his ship are lost or damaged by reason of fire on board the ship. . . ." Bray, J., found that the vessel was unseaworthy when she sailed, in consequence of defects in her boilers, that the stranding was caused by the unseaworthy condition of her boilers, and that the stranding was the cause of the loss of the oil. It was contended on behalf of the plaintiffs that the defendants were liable as the stranding was occasioned by the unseaworthiness of the vessel. It was submitted on behalf of the defendants that they were protected by section 502 of the Merchant Shipping Act, 1894.

Bray, J., in the course of his judgment, said it had been decided in *Virginia Carolina Chemical Co.* v. *Norfolk and South American Steamship Co.* (17 Com. Cas. 6) that the immunity given by the section applied, even though the fire was caused by the ship being unseaworthy, but the section itself provided that the immunity was not given unless the loss happened without the fault or privity of the owners. It could not be truly said that the fire was caused without the fault of the owners if the unseaworthiness was caused by their fault. In his opinion, he ought to apply a high standard to the duty of seeing that the ship was seaworthy, and in his opinion it had not been fulfilled in this case. In view of the history of the vessel, he thought that any reasonable man would know that the vessel's boilers could not last long, and that at any moment further weakness might develop. Special instructions should have been given to the captain and engineer to report from each port as to how the boilers had behaved, and, if further weakness developed, to have the boilers carefully examined by some competent and independent person. In the absence of any explanation he had come to the conclusion that the managing owners had failed in their duty, and if they had done what they ought to have done—namely, insisted on having the fullest information given them as to the behaviour of the boilers, they would have learned that the ship was unseaworthy. He, therefore, found that the cargo was not lost without their fault, but by their fault, and the defendants were not entitled to the protection afforded by section 502 of the Merchant Shipping Act, 1894, and were liable for the loss or damage caused by the unseaworthiness of the vessel. The amount could be determined elsewhere, but the plaintiffs would have their costs up to the date of the judgment.—Counsel, *Atkin*, K.C., *Maurice Hill*, K.C., and *Mackinnon; Bailhache*, K.C., and *A. Roche*. Solicitors, *Parker, Garrett, & Co.; Downing, Handcock, Middleton, & Lewis*, for *Bolam, Middleton, & Co.*, Sunderland.

[Reported by Leonard C. Thomas, Barrister-at-Law.]

Solicitors' Cases.

NEWSON *v.* **THE LAW SOCIETY.** C.A. No. 1. 14th Nov.

Solicitors Act, 1888, s. 16—Solicitors Act, 1899, s. 2—Certificate—Refusal of—Action in Respect of.

In the absence of malice no action lies against the Law Society for the refusal of a solicitor's certificate, although such refusal is founded on an erroneous exercise of discretion.

Application of the plaintiff for a new trial on appeal from verdict and judgment at the trial before Coleridge, J., and a special jury (see 56 Solicitors' Journal, p. 520). In 1908 a Divisional Court made an order, on the application of the Law Society, that the plaintiff be struck off the rolls, and ordered to pay the costs of the preliminary inquiry and the hearing, which were taxed at £220, and were never paid. This order was afterwards varied by the Court of Appeal substituting two years' suspension for striking off the rolls. In March, 1911, the plaintiff applied to the Law Society for a certificate, which the society refused to grant unless the plaintiff was prepared to make some proposal with regard to the unpaid costs. On appeal to the Master of the Rolls, his lordship, in July, 1911, ordered the certificate to be issued, being of opinion that it was not proper for the society to make the grant of a certificate conditional on the payment of the costs, and so enlarge the period of suspension. In the present action the plaintiff sought to recover damages from the society for maliciously withholding his certificate from March to July, 1911. In his particulars he relied on a number of facts which, he alleged, were evidence of a fixed intention to prevent the plaintiff from obtaining a certificate. One of these facts was that the society had sued him for the costs so as to be in a position to issue a bankruptcy notice. The judge at the trial directed a verdict for the defendants.

The Court (Cozens-Hardy, M.R., and Farwell and Hamilton, L.JJ.) dismissed the appeal, holding that the society had a discretion under section 16 of the Solicitors Act, 1888, and section 2 of the Act of 1899, and could not be held liable for damages resulting from the exercise of their discretion, even though erroneous, in the absence of malice. Their lordships examined the alleged instances of malice, and held that there was no substance in any of them. With regard to the bankruptcy proceedings, it could never be malicious for a *bonâ-fide* creditor to put the bankruptcy law in motion for the recovery of his debt, *Ex parte Claxton* (L. R. 7 Ch. App. 564).—Counsel, for the respondents, *Sankey*, K.C., and *T. T. Paine*. Solicitors, the plaintiff in person; *C. O. Humphreys & Son*.

[Reported by F. Guthrie Smith, Barrister-at-Law.]

CASES OF LAST SITTINGS

Court of Appeal.

PAYNE *v.* **FORTESCUE & SONS (LIM.).** No. 2. 16th and 17th July.

Workmen's Compensation—Agreement for Registration—Dispute—Arbitration—Duration of Compensation.

Employers agreed to pay compensation at 17s. 6d. *per week to an injured workman, but declined to enter into an agreement to be filed unless it limited the payments to the period of the workman's incapacity. The workman refused this, and applied to have compensation settled by arbitration.*

Held, that there was no dispute as to the duration of compensation within the meaning of the Act which could be referred to arbitration.

Appeal by the applicant from the county court of Westminster. Employers admitted liability to pay compensation, and agreed with the workman to pay 17s. 6d. per week. The workman afterwards consulted a solicitor, who advised that an agreement ought to be filed. The employers insisted that a clause should be inserted in the agreement providing that the payments should only continue while their doctor certified the man incapacitated, but the workman objected, and the judge refused registration, as the agreement was not complete. The workman then applied for compensation to be assessed by arbitration, but the judge refused on the ground that there was no dispute within the meaning of theAct. The workman appealed.

Cozens-Hardy, M.R.—It is not every dispute—present or future, possible or contingent—which can be referred. Section 1 (3) of the Act of 1906 includes the duration of any compensation among the questions which can be referred, and the appellant says he is entitled to this sum for life. The Act itself provides for review of compensation, and it is a fallacy to say that there is any dispute as to duration merely because a question may hereafter arise as to reducing or increasing the amount. It has been agreed that 17s. 6d. is the proper compensation at present, and the employer is not bound to admit that the payment must continue during the workman's life. There may be a question hereafter, but the legislature discourages attempts to settle matters hypothetically by way of prophecy. My view of the Act is strengthened by Lord Pearson's judgment in *Sweeny's case* (8 F. 965): "Every payment of compensation is subject to review *de futuro*, and in that sense the duration of compensation is always uncertain, but that does not mean that there is always a question as to its duration within the meaning of the Act. It is not until the parties are at arm's length that the statute contemplates a resort to arbitration, and then only when some definite question has arisen between them which they have had an opportunity of settling by agreement and which they have failed so to settle. The mere fact that there exists no agreement capable of registration does not shew that the parties are at arm's length."

Farwell, L.J.—A dispute arises under the Act when application is made to end or amend liability. It would be encouraging mere waste of time and money to allow this appeal.

Kennedy, L.J., concurred.—Counsel, *Horace Fenton; Ellis Hill*. Solicitors, *J. S. Duckers; Mackrell, Maton, Godlee, & Quincey*.

[Reported by F. Guthrie Smith, Barrister-at-Law.]

High Court—Chancery Division.

Re **LAING, Deceased. LAING** *v.* **MORRISON.** Parker, J. 18th June; 10th July.

Will—Construction—Gift Conditional on Legatee Being a Widow at the Death of Testator's Wife—Death of Legatee, a Widow, Leaving Two Children, Before the Death of the Testator's Wife.

A gift to "my sister (provided she shall be a widow at the time of the death of my said wife) of a sum of £1,000, *but in the event of her being a wife at that time, then upon trust for her children or child if more than one in equal shares as tenants in common" was held to lapse by reason of the death of the sister before the testator's wife, and accordingly the sister's two children were held to take nothing under such a gift.*

This was a summons to determine a question of construction. A testator, by his will dated the 5th of February, 1891, appointed trustees and executors, and, after making certain specific and pecuniary bequests as therein mentioned, he devised and bequeathed all his real and personal estate (not thereby otherwise disposed of) to his trustees upon trust for sale, conversion, or investment, as therein mentioned, and after disposing of the income of his residuary estate during the life of his wife, he directed that upon the death of his wife his trustees should stand possessed of his residuary estate upon trust, to set apart two sums of £1,000 each for the benefit of his brother, James Laing,

and his sister-in-law, Jane Whitehead, respectively. He then bequeathed a legacy in the following words: "And upon trust out of my residuary estate to pay the following legacies, that is to say, to my said sister, Jane Leith Morrison (provided she shall be a widow at the time of the death of my said wife) the sum of £1,000, but, in the event of her being a wife at that time, then upon trust for her children or child, if more than one, in equal shares, as tenants in 'common.'" The testator died on the 10th of October, 1891. The testator's widow died on the 9th of June, 1911, and the testator's sister, Jane Leith Morrison, died on the 8th of March, 1903, a widow, leaving two children her surviving. The question was, did the children take their mother's legacy, or did it lapse. Counsel for the children of the sister relied on *Davies* v. *Davies* (1882, 30 W.R., 918). They contended that the testator clearly intended his sister's children to benefit, and the court should struggle to place such an interpretation on the will as would give effect to that intention. They also referred to the remarks of Sir John Romilly, M.R., in *Brock* v. *Bradley* (33 Beavan, 670). The case of *Re Whitmore*, *Walters* v. *Harrison* (1902, 2 Ch. 66) was also referred to.

PARKER, J., after stating the facts, said in this case the testator gave his residuary estate to his trustees on trust for conversion and investment, and out of the income thereof to pay certain annuities to his wife, and also an annuity to his sister, Jane Leith Morrison, provided she should be a widow at the testator's death, such annuity being determinable on her remarriage or on the death of the testator's wife. Subject to these annuities, the income of the estate was to b accumulated during the liftime of the testator's wife, and on her death the trustees were to set apart or pay various legacies, including a legacy of £1,000, to be held in trust for the testator's brother James for the life of James' wife, and if he should survive such wife for him absolutely, but otherwise to fall back into residue, and a legacy of £1,000 to the testator's sister, Jane Leith Morrison, provided she should be a widow at the death of the testator's wife, but in the event of her being a wife at that date then in trust for her children equally. The ultimate residue of the estate, after provisions of those legacies, was to be held upon trust for such of certain named persons, including the testator's brother James and his sister Jane Leith Morrison as should be living at the death of the testator's wife. Then comes the following proviso: "Provided always, and I hereby further declare that the share of my said brother, James Laing, in my residuary estate is subject to his being and is only to be paid to him if he shall be a widower at the time of the death of my said wife, and the share of my said sister, Jane Leith Morrison, is subject to her being and is only to be paid to her if she shall be a widow at the time of the death of my said wife, and that the share of my said brother, James Laing, if he shall not be a widower, and the share of my said sister, Jane Leith Morrison, if she shall not be a widow at the time of the death of my said wife, shall go to D. Morrison and F. Morrison, children of my said sister Jane Leith Morrison, in equal shares, as tenants in common, and in case either of them the said D. Morrison and F. Morrison shall die in the lifetime of my said wife, I bequeath the share of him or her so dying to the survivor of them." The testator's wife survived him, and died on the 11th of June, 1911. The testator's brother James and James' wife are still living. The testator's sister Jane Leith Morrison never remarried, but, having survived the testator, died in the life time of the testator's wife, leaving the two children named in the proviso her surviving. These children are still living, and are defendants. Under these circumstances, there can, I think, be no doubt that James' aliquot share in the residue goes in equal shares to the two children of Jane Leith Morrison. With regard to Jane Leith Morrison herself, she was certainly not a widow at the death of the testator's wife. If, therefore, she took a share in residue it also would go to her two children. But, according to the strict language of the will, she can take no share in residue unless she survives the period of distribution. It is suggested that on the authority of *Re Whitmore* (1902, 2 Ch. 66), I can in the gift to her children construe the words, "the share of my said sister" as "the aliquot shares which my said sister would have taken had she survived the period of distribution." I do not think I am at liberty to construe the will in this manner. The share, which is only to be paid to Jane Leith Morrison if she is a widow, is obviously the share which she actually takes under the preceding gift, and not the share which she would have taken if she had survived the period of distribution, and the share which, if she is not a widow, is to go over to her children is obviously the same share. There is another question relating to the legacy of £1,000 given to Jane Leith Morrison, provided she should be a widow at the death of the testator's wife, but in the event of her being a wife at the testator's death to her children equally. Strictly speaking, each of these gifts is contingent upon Jane Leith Morrison possessing a certain personal status when the legacy becomes payable. It is, therefore, contingent upon her being alive at that date, which event did not happen. It is suggested that I can depart from that strict interpretation of the words, in order to give effect to some obvious intention, which would be otherwise defeated, and reliance is placed on such cases as *Davies* v. *Davies* (*ubi supra*) and *Brock* v. *Bradley* (*ubi supra*). In the former case, if the wife survived the testator by twelve months, she was to have a life interest, with remainder as to one moiety as she should appoint by will, and as to the other moiety for the testator's sister, who was to have the whole if the wife died within the twelve months, or if she died without exercising the power. The wife died in the testator's lifetime, and not within twelve months of his decease, but it was held, in accordance with the obvious intention, that the sister took the whole. In the latter case there was a gift to a lady for life, with remainder to her children, and in default of children if she survived her husband to her absolutely, but if she died in his lifetime then as she should appoint by will, and in default of appointment to her next of kin. The lady, who never married, was held to take an absolute interest again, in accordance with the obvious intention. In the present case, in the events which have happened it is difficult to say what the intention of the testator was. It is equally possible to argue that Jane Leith Morrison was intended to take all that was not given to her children in the event of her being a wife when the legacy became payable. Under these circumstances, I have come to the conclusion, with some hesitation, that there is no sufficient reason for departing from the literal meaning of the words used, and I hold that the legacy fails.—COUNSEL, *Gilbert Smith; Romer*, K.C., and *Tyldesley Jones; Martelli*, K.C., and *Samuel Green*. SOLICITORS, *Ince, Colt, & Ince*, for *Robert Brown & Son*, Newcastle-on-Tyne; *Robinson & Garrett; Charlton & Hubbard*.

[Reported by L. M. MAY, Barrister-at-Law.]

Societies.

United Law Society.

A meeting of the above society was held on Monday, November 18, at 3, King's Bench Walk, Temple, E.C. Mr. J. Ball moved: "That the case of *Baker* v. *Ingall* (1912, 3 K.B. 106) was wrongly decided. Mr. C. Haddon Gray opposed. The following gentlemen also spoke:—Mr. A. T. Settle, Mr. M. Dawson, Mr. E. S. Cox Sinclair.—The motion was carried by one vote.

The Union Society of London.

The fifth meeting of the 1912-1913 session of the above society was held at 3 (N), King's Bench-walk, Temple, on Wednesday, 20th of November, at 8 p.m. The president, Mr. George F. Kingham, was in the chair. Mr. A. A. Eustace moved the following motion:—"That this house disapproves of the militant tactics of the Suffragettes." Mr. A. Safford opposed. The following members spoke in favour of the motion:—Messrs. T. G. Baker, W. R. Willson, Pace, Joachim, A. Stone, Hurst, W. S. Jones, H. Geen, Hicks. Messrs. H. J. Cape, W. J. Ambrose, H. R. Stables, Sanders opposed the motion.

The motion for debate on Wednesday, 27th of November, is: "That in the opinion of this house the abolition of plural voting would be for the best interests of the country."

City of London Fire Inquests: Their History, Working, and Results.

ON Tuesday night, Dr. F. J. Waldo addressed, by invitation, the members of the Insurance Institute of London, in the Great Hall, Winchester House, Old Broad-street, E.C. Mr. George E. Mead (of the Sun Insurance Office), President of the Institute, was in the chair. His subject was the history, working and results of the City of London Fire Inquests Act. The office of coroner, said Dr. Waldo, dated back to the Norman Conquest, and for a century or so he sat with the sheriffs and tried all kinds of felonies, but his powers of trial were abolished by Magna Carta in 1215. His primary duty, that of inquiring into the cause of death on view of the body, was exercised chiefly to maintain the king's revenue by confiscating the property of those convicted of crime. Amongst his earlier multifarious duties was that of inquiry into non-fatal fires, and this fell into abeyance, according to most authorities, in the fifty-second year of the reign of King Henry the Third until the year 1845, when it was revived by the then City Coroner, Mr. Serjeant Payne. During the next six years, without receiving any fees, he held 71 fire inquests, of which 9 were found to be wilful, 34 accidental, and 28 cause unknown. In one case of arson in Southwark, conviction was followed by transportation for life. The last of his inquests was held in 1853.

Prior to 1860, Sir John Humphreys, coroner for Middlesex, held a number of inquiries into non-fatal fires. In 1851, at the instance of the Coroners' Society, similar inquiries were held in various parts of the United Kingdom. Amongst them one conducted by Mr. Coroner Herford, at Manchester, in 1860, was thrown out by the High Court on the score of illegality. After the Herford judgment no more fire inquests were held until the City of London Fire Inquests Act—passed in 1888—conferred on the coroner wide powers of inquiry into any case of fire reported to him by the police or the fire brigade service. The method now in force is for the coroner and his jury to inspect the burnt premises, together with any officials the jury may wish to consult. The result of the investigations is laid before the Home Secretary and Court of Common Council by the Lord Mayor. Dr. Waldo stated that his predecessor, the late Mr. Langham, held 85 fire inquests, while he himself has held 53 between 1901 and 1912. Mr. Langham's cases included 4 of arson, 19 accidental, and 62 of unascertained origin. In one case of arson two men—aliens—were convicted.

Of Dr. Waldo's inquests, arson was found in 4—one man being convicted—the cause was accidental in 21, and unascertained in 28 cases. During the past five years there has been an average annual decrease of 36 fires as against that of the five years immediately preceding the passing of the Act in 1888. Again, in the year 1902, 47 per cent. of fires were reported as of unknown origin, as against 25 per cent. in 1905. Further, in 1911, out of 145 fires reported, in only 22 cases did the cause of the fire finally remain undiscovered. Not only that, but the proportion of big and serious fires has also considerably decreased in the City. The power to hold fire inquests acted as a deterrent against arson and against fraud on the insurance companies; it was educational in its effect, and caused people to be more careful with respect to fire in both business and private premises. Altogether, the facts seem to favour an extension of the principle of fire inquests to the whole of the United Kingdom, and thereby of restoring to the office of coroner one of his most valuable and practical public functions.

One instance of the value of systematized fire inquests is the attention that has been called to the special dangers attending the storage of celluloid and other inflammable materials in towns, and the defects of the various Acts of Parliament which deal with the construction and safety of buildings in relation to fire.

It is interesting to note, said Dr. Waldo in conclusion, that the extension of fire inquests is strongly supported by the Association of Professional Fire Brigade Officers; while Lord Gladstone's Departmental Committee reported in 1909:—"We have come to the conclusion that the system of fire inquests established by the Act of 1888 has worked well in the city of London, and that the benefit of this system ought to be extended to the country at large."

Law Students' Journal.

The Law Society.

INTERMEDIATE EXAMINATION.

The following Candidates (whose names are in alphabetical order) were successful at the Intermediate Examination held on 30th and 31st October, 1912:—

A Candidate is not obliged to take both parts of the Examination at the same time.

FIRST CLASS.

Hawson, Herbert Keeble
King, Geoffrey Stuart
Zabell, Walter Austin

PASSED.

Bairstow, George
Bewley, Ernest Rudolf Neville
Bilton, Claude Herbert Evelyn, B.A. (Cantab.)
Burridge, Samuel.
Cant, George Charles Victor
Cossham, Raymond Scobell
Davis, Thomas
Dowson, Humphrey, B.A. (Cantab.)
Durrant, Bernard Harry
Grindley, Richard Llewelyn
Hall, John William, B.A. (Oxon.)
Harding, Edward Samuel
Harrop-Griffiths, Hilton
Hartington, Cyril
Harwood, Maurice Wells
Henri, Frank Herbert, B.A. (Liverpool)
Holt, Lancelot Vere
Jacques, William Huskisson Vyvyan
Maizels, Maurice Michael
Mander, Alfred Ernest
Nevill, Clive
Nicholson, Thomas Cecil, B.A. (Oxon.)
Pearce-Jones, Gerald Douglas
Phaup, Joseph Millard
Pinnington, Victor
Robinson, Sidney Herbert
Rowley, William James
Saul, Herbert Bernard
Shelly, Charles Edgar
Snape, Sidney Frank
Soal, Francis William
Trewavas, John
Willmott, Maurice Gordon

THE FOLLOWING CANDIDATES HAVE PASSED THE LEGAL PORTION ONLY.

Allen, Thomas Freeth
Barber, Frank Ashley
Booth, Holland
Brandon, Ralph Cyril Lockhart
Brown, Norris Maltby
Buckner, John Gardner
Butterley, Harold
Chaloner, Arthur Ernest Gregory
Chowen, Basil Hector
Clarke, Eskricke Joseph
Cockburn, Reginald Stapylton, B.A. (Oxon.)
Elman, Burnett Leon
Finch, Edmund Charles Trimmer
Foster, George Edward
Goulden, Edward Leo
Hales, John Baseley, B.A. (Cantab.)
Hallett, Leonard James
Haworth, Leonard
Hillman, Gerald Edward
Hobson, Alfred Cyril Whitworth
Hoghton, Arthur
Holden, Timothy
Holloway, Bernard Henry, B.A. (Cantab.)
Holmes, Newby
Hopkins, Henry
Hughes, Geoffrey Leonard
Hurner, Alfred
Jenkins, Edward Basil Terence
Johnson, Arnold Miller
Lalonde, Lionel Victor Pollock
Lawrence, Colin Hudson
Llewellyn, Harold Alfred
Luscombe, William Olliver, B.A. (Oxon.)
Maule, Edward Barry
McDonnell, Walter Edward James
Mace, Arthur Curteis
Medd, Edward Nesbitt, B.A. (Oxon.)
Morgan, Arthur Mainwaring
Morris, Harry
Naunton, Hugh Parker
Neave, Edwin Marrat
Owen, Gorwel
Paine, Leonard Alfred Grevis
Parrington, William Ferguson, B.A. (Cantab.)
Pearman-Smith, Pearman Beebee, B.A. (Cantab.)
Proctor, Henry Arthur Bernard
Pybus, Harold Robert
Roberts, Edwin
Roberts, Raymond
Rogers, William James Alexander
Silverwood, Hugh Fletcher
Smallman, George Augustus John
Soddy, Leslie
Tarr, Francis Nathaniel, B.A. (Oxon.)
Titterington, Joseph William Carey
Townsend, Francis Edward Steavenson
Vaux, Francis George, B.A. (Oxon.)
Wadsworth, Willie
Ware, Henry Allen
White, James Randolph
Wilkins, Vernon Spencer

Number of Candidates, 149; passed, 97.

THE FOLLOWING CANDIDATES HAVE PASSED THE TRUST ACCOUNTS AND BOOKKEEPING PORTION ONLY.

Arnold, Edward Gladwin
Aston, Walter Vincent
Atkinson, Bernard Stewart
Bairstow, Eric John
Banks, Edgar Haslam
Beech, John Leslie
Blair, James Hunter, B.A. (Oxon.)
Bower, Reginald Ernest Nott, B.A. (Oxon.)
Burgess, Robert Edward, B.A. (Oxon.)
Butler, Archibald John Salisbury, B.A. (Cantab.)
Carr, Bernard Compton
Cleave, Stanley William
Coleman, John Edward Miller
Collins, Geoffrey Abdy, B.A., LL.B. (Cantab.)
Cooper, John Noel
Copland, Harold
Crawford, Alexander Basil
Daniels, Douglas Archibald
Davies, Edward Smith Thomas
Davies, Eric, B.A., LL.B. (Cantab.)
Daw, William Fabyan Bennett, (Cantab.)
Deacon, Gerald John Cole
Dennes, Wilfred, B.A., LL.B. (Cantab.)
Earle, John William Arthur, B.A. (Oxon.)
Eldridge, Horace Malcolm
Enoch, Henry Ainsley, B.A. (Oxon.)
Evans, John Richard, B.A. (Cantab.), LL.B. (Wales)
Failes, Wilfrid Hugh
Fardell, John Gerald
Feather, John Wilfred
Fulton, Edward Arthur Craig
Fyans, Thomas Joseph
Gomes, Carlos
Gotch, Roby Myddleton, B.A. (Oxon.)
Grant Norman Stanley
Haigh, James Arthur
Hammer, Vernon Montague
Havers, Cecil Robert, B.A., LL.B. (Cantab.)
Haworth, Robert Collins
Hayes, Bernard Damian Joseph
Hill, Malcolm Walter
Holmes, Thomas William, B.A. (Sheffield)
Hutchinson, Noel Wilfrid, B.A. (Cantab.)
Jackson, Howard Murray
James, Cyril Hammond
Jenkins, Leonard Cottrell
Jobling, Thomas Ernest
Jones, Illtyd Rhys Gifford
Kempson, William Robert
Kendall, Harold
Lawrence, Clement George
Le Blond, Royston Cecil Gamage du Plessis, B.A. (Cantab.)
Lloyd, Emrys
Macbeth, John James
Macintosh, Ronald Charles
Macmin, Arthur Defreyne
McNorton, Ernest William
Major, Ronald Everitt, B.A. (Oxon.)
Marriott, Francis Dudley
Mason, George William Steel
Matthews, Hubert John, B.A. (Oxon.)
Mellor, Percy
Moilliet, Scott Trevor
Moorwood, John, B.A. (Oxon.)
Morant, William Miles
Morgan, John Walter Rees
Nicholson, Arthur Harry, LL.B. (Liverpool)
Norman, Charles Rothwell
Oglethorpe, Ralph Stuart
Ollard, John William Arthur
Ormerod, Benjamin
Paling, Gerald Richard
Parker, Trevor James Mordaunt Baron
Parkin, George Montagu, B.A. (Oxon.)
Parry, Charles Owain St. John
Parsons, Alfred Cyril
Pollard, Edwin
Prendergast-Arnold, George Anthony, B.A. (Oxon.)
Pugh, Cyril Henry Wallace
Pugh, Mervyn Phippen
Quiggin, Percy Milcrest
Rhodes, Alfred Viotti
Seed, George Percy, LL.B. (Victoria)
Shawe, Harold Lancaster
Storrs, James Parker, B.A. (Cantab.)
Swinscow, Richard Thomas
Tanqueray, Frederic Baron
Templer, John Francis Harvey, LL.B. (Cantab.)
Thomas, Charles
Thomas, Kenneth Galbraith, B.A., LL.B. (Cantab.)
Thompson, Stanley Pickard
Thornewill, John Miles Hammond, B.A. (Oxon.)
Turner, John Reginald
Usher, Ernest Henry Broadbent
Walford, Eric Osborn
Walton, William Lees Percival
Wansbrough, Gilbert Dyke
Watkins, Iltyd Edwin Maitland, B.A., LL.B. (Cantab.)
Wayman, Clare
Webster, Reginald Everard Adolphus
White, Thomas Reginald
Whitehouse, John Hubert
Wigin, Robert
Wilson, Reginald Morice Wilson
Wright, Geoffrey Francis

Number of Candidates, 197; passed, 141.

By Order of the Council,
S. P. B. BUCKNILL, Secretary.

Law Society's Hall, Chancery-lane, 15th November, 1912.

FINAL EXAMINATION.

The following Candidates (whose names are in alphabetical order) were successful at the Final Examination held on 28th and 29th October, 1912:—

Allen, Richard William Robert
Allen, Ronald Wilberforce, B.A. (London)
Armstrong, Vincent, B.A. (Cantab.)
Banyard, James Hirst, B.A. (Cantab.)

Barlas, Ernest Douglas Montague, B.A. (Oxon.)
Barrett, Frederick Gamble, B.A. (Cantab.)
Barter, Albert Sidney
Beck, William Crabbe
Bennett, Donald
Benyon-Winsor, Benyon Rudgard
Bird, Stephen, B.A. (Cantab.)
Bishop, Samuel
Blaker, Reginald Bromhead
Branthwaite, John Joseph
Bremner, Robert
Buckley, Donald Finnimore, B.A. (Cantab.)
Burgess, Eustace Humphrey
Burgin, Harold Charles
Bushell, Horace
Cahill, John Archibald
Callingham, Laurence Frederick, B.A., LL.B. (Cantab.)
Carlisle, Charles Valentine, B.A. (Oxon.)
Carr, Ralph Sampson, LL.B. (London)
Cawthron, Edward
Child, David Leslie
Collings, Harry
Corbyn, Benjamin
Cullimore, William, B.A. (Cantab.)
Curtis, Alfred Edwin Ifor
Cutler, Francis Richard
Davies, Jenkin Morgan
de la Cour, James Lombard, B.A. (Oxon.)
Drinkwater, John Roddam, B.A., LL.B. (Cantab.)
Dudding, Lawrence Stanley
Edwards, Ernest
Ellison, Alban Cedric
Evans, Rees Tudor, B.A. (Oxon.)
Felce, Francis Charles
Franks, William Henry
Fraser, Arnold Frederick
Gardner, Stanley
Gilbanks, Edward Francis
Gillett, Richard Francis
Girling, Harold Ernest
Gisborne, Harry Paterson
Gold, Cecil Argo, B.A. (Oxon.)
Gurney, Kenneth Gerard, B.A. (Oxon.)
Gwatkin, Claud James Matthew
Harries, Thomas Marchant
Hill, William Gordon
Hockin, Cyril Owen
Hughes, George Ravensworth, B.A. (Cantab.)
Jackson, John George
Jamieson, John Percival, B.A. (Oxon.)
Jones, Thomas Daniel
Kennedy, George Dodgson
Knapp, Arthur Harold Lascelles
Knight, Thomas Henry
Lauderdale, Edward Osborn
Le Mesurier, Reginald Frederick
Lewis, Charles Cecil Courtney
Lewis, Edward Milton
Llewellyn, Griffith
Lockwood, James Horace
Lodge, Leslie King
Lucas, Edward
Marsh, John Rowland
Marsh, Robert Preston
Mathew, Maurice Arthur, B.A. (Oxon.)
Matthews, John Esam
Mattingly, Reginald Frederick
May, Charles Henry, B.A. (Oxon.)
Medwin, Herbert, B.A., LL.B. (Cantab.)
Miller, Arthur Edward
Morris, Lyndon Henry
Moser, John
Moxon, John Evelyn
Noon, Arthur Charles
Oliver, Herbert
Owen, Sidney John
Pearkes, André Mellard, B.A. (Cantab.)
Pierce, John Basil
Priestman, Stephen
Rayner, William Thomas Alfred
Roberts, William Norman
Rothwell, Harry
Rowlands, Charles Franklyn
Rubinstein, Stanley Jack
Sharpe, Reginald Lawford, B.A. (Oxon.)
Shepley-Taylor, William Leonard
Smith, Reginald Russell
Stewart, George Dixon
Stretch, Michael John
Taylor, Harry James
Tee, Richard Harry Riding
Vickery, Robert George Frederick
Wace, Gaston Frederick Bayard
Walker, John Wickham
Walton, Thomas Booth
Watts, Dudley Haldane
Weightman, John
Williams, Edward Herbert
Wilson, Alfred
Woodbridge, Stephen Anthony Ruston
Worden, Harold

Number of Candidates, 141; passed, 105.

By Order of the Council,
S. P. B. Bucknill, Secretary.

Law Society's Hall, Chancery-lane, 15th November, 1912.

Law Students' Societies.

Law Students' Debating Society.—Nov. 19.—Chairman, Mr. W. S. Meeke.—The subject for debate was: "That the case of *Manks* v. *Whiteley* (1912, 1 Ch. 735) was wrongly decided." Mr. L. E. Peppiatt opened in the affirmative, Mr. S. H. Lewis seconded in the affirmative; Mr. A. C. Dowding opened in the negative, Mr. C. S. Thomas seconded in the negative. The following members continued the debate:—Messrs. R. L. Nunn, W. M. Pleadwell, E. W. Kafka, C. M. Pope, Lenay, C. F. King, W. S. Jones, and H. K. Turner. The motion was lost by two votes.

Birmingham Law Students' Society.—A meeting of the above society was held at the Law Library, Bennett's-hill, on Tuesday, November 19th, 1912.—Mr. V. H. Thompson in the chair.—The following moot point was debated:—"A first mortgagee, who is in possession, and whose power of sale has arisen, has an opportunity of selling the mortgaged premises, provided immediate vacant possession can be given. The property is subject to an occupation lease for twenty-one years, granted by the mortgagor prior to the date of the first mortgage. The property is leasehold for a term of ninety-nine years, and the first mortgage is by way of demise for the residue of the term less three days. There is also a second mortgage (of which the first mortgagee has had notice) which is by way of sub-demise for the residue of the term of ninety-nine years less six days. The occupation lessee being willing to surrender his lease, the first mortgagee accepts a surrender of such lease, and thereupon enters into a contract with the purchaser for the sale of the premises, and agrees to give vacant possession on completion. The purchaser's solicitor raises an objection to the title on the grounds that the surrender did not operate to merge the occupation lease, as the first mortgage term was not the reversion immediately expectant on the determination thereof, and he requires the concurrence of the second mortgagee for the purpose of accepting a surrender of such lease. The first mortgagee is unwilling to comply with this requisition, and issues a summons against the purchaser to compel him to complete. Will the first mortgagee succeed?" Mr. T. Hekins opened in the affirmative, and was supported by Messrs. B. G. Talbot, I. H. Beardmore, H. Cooke, and J. D. Evans. Mr. A. J. Hatwell opened in the negative, and was supported by Messrs. S. H. Robinson, E. H. Wayne, W. D. Clark, A. Upton, and D. A. Daniells. After the openers had replied the chairman summed up, and on the question being put to the meeting the voting resulted for the affirmative 6; for the negative 5.

Obituary.

Sir W. J. Smith.

Sir William James Smith, late Judge of the Supreme Court, Pretoria, who only reached London recently, died suddenly on the 15th inst. Sir William Smith, who was born in 1853, was the son of Mr. J. O'Conor Smith, of Cheltenham. He was educated at Trinity Hall, Cambridge, where he graduated M.A. and LL.M., and was called to the Bar by Lincoln's Inn in 1875. In 1880 he was appointed a Puisne Judge of the Gold Coast Colony, and in 1882 he was transferred to the Supreme Court of Cyprus. Ten years later he became Chief Justice of Cyprus, and from 1897 to 1902 he was Chief Justice of British Guiana. In 1902 he was appointed to the Transvaal Bench. He married, in 1878, Ella, daughter of Major E. H. Marsh.

Mr. G. F. Roumieu.

Mr. George Frederick Roumieu, of Bethune House, Farnham, died on the 14th inst., at the age of sixty-one. Mr. Roumieu was, for upwards of thirty years, Coroner for West Surrey, and an ex-President of the Coroners' Society for England and Wales, through which he was instrumental in promoting legislation for the greater care of children. He was a well-known judge of cattle, and officiated in that capacity at the principal shows in England and at the Royal Irish Show. Last year he was President of the British Dairy Farmers' Association. He was chairman of the Wey Valley Water Company, and a director of several London companies. Mr. Roumieu belonged to a Huguenot family. The son of the late Mr. Charles Roumieu, of Runwick, Farnham, he was educated at Christ College, Finchley, and Jesus College, Cambridge, where he took his degree in 1877. He was called to the Bar in 1880, and joined the Western Circuit. He married in 1877 Augusta Henrietta, second daughter of the late Captain Owen Ward, of Willey, who survives him. There were no children of the marriage.

Mr. A. Dauney.

Mr. Alexander Dauney, barrister-at-law, died on Tuesday last. Born in 1827, and called to the bar sixty-two years ago, says the *Times*, Mr. Dauney continued in practice at the Chancery Bar until he was nearly eighty, when he retired. As a Chancery barrister his experience went back so far that he had frequently been junior to the late Lord Cairns when he was Mr. Cairns, Q.C., and had enjoyed an active practice before Kindersley, Page Wood, and other contemporary judges, and had held briefs with such giants of old days as Bethell and Rolt. He was elected many years ago a bencher of the Middle Temple, and served as treasurer in the year 1904 in succession to Sir R. Finlay. During the whole of Mr. Dauney's long connection with the Temple his interest in the music of the Temple Church was constant, and his influence was always exercised in favour of maintaining its high standard of excellence. As a musician he had excellent taste and considerable knowledge, and could relate how he had been present in 1852 at the Opera House at the first performances of Spohr's "Faust" and his "Jessonda," operas now forgotten, and there were few of the great opera singers of the fifties and sixties whom he had not often heard. His death is a loss to the Middle Temple of a most valuable member, and a sorrow to a very large circle of friends.

Legal News.

Appointments.

The King has conferred the honour of knighthood upon Mr. Justice Bailhache.

Mr. Lewis Coward, K.C., has been elected a member of the Incorporated Council of Law Reporting for a further term of two years.

Changes in Partnerships, &c.

Admission.

Mr. Alfred E. Debenham, of 52 and 53, Cheapside, London, has taken into partnership Mr. George Lyons Andrew, who was for several

years with Messrs. Williams & James, of Norfolk House, Thames Embankment, and subsequently with Messrs. Pontifex, Pitt & Johnson, of 16, St. Andrew-street, Holborn-circus. The style of the firm will be Bullen, Lebenham & Andrew.

Dissolution.

RICHARD LUCAS and ALFRED ERNEST WALSTER, solicitors (Lucas & Walster), 3, Market-street, York, and Market-place, Easingwold. Nov. 12. [*Gazette*, Nov. 15.

General.

The Public Control Committee of the London County Council have expressed to Mr. S. I. Oddie, coroner for the Westminster district, their appreciation of the action taken by him whereby only one inquest was necessary upon the victims of the recent fire at Messrs. Barker's premises. Mr. Oddie, with the approval of the Home Office, gave instructions for the one body lying in his district to be removed to the district controlled by Mr. Luxmoore Drew, who was holding the inquest on the other victims. Mr. Oddie, in communicating the facts to the committee, expressed the hope that he had established a very useful precedent.

The Treasurer of the Inner Temple, Mr. R. A. Bayford, K.C., and the Masters of the Bench entertained at dinner on the 15th inst., being the Grand Day of Michaelmas Term, the following guests:—Lord Claud Hamilton, M.P., Lord Shaw, Bishop Ryle (Dean of Westminster), the Dean of St. Paul's, Sir James Goodhart, Sir J. Rose Bradford, Sir Alfred Fripp, Major-General Henry Pipon, C.B., Mr. C. A. Russell, K.C., Mr. J. Lindsay Johnston, Mr. L. W. Kershaw, Master of the Crown Office, Mr. Cyril Wintle, Master of the Merchant Taylors' Company, Mr. Francis P. Bacon, Master of the Vintners' Company, the Rev. the Reader, and the Sub-Treasurer.

In the House of Commons, on the 14th inst., Mr. Chiozza Money asked the Prime Minister if his attention had been directed to the growth of the practice of legislation by reference; and whether he could see his way to support an amendment of the Standing Orders in order to give effect to the suggestion which seeks to secure the explanation of a Bill and all its references upon its first introduction to the House. Mr. Asquith: The practice of legislation by reference is easy to deprecate, but, under modern conditions, difficult to check. I will consider my hon. friend's suggestion, but at present I do not see my way to propose such a drastic amendment of the Standing Orders.

Mr. McKenna has put down the following motion for the appointment of the Select Committee on Motor-driven Vehicles in London:—Motor Traffic.—That a Select Committee be appointed to inquire into the circumstances which have led to the large and increasing number of fatal accidents in the metropolis, due to motor-omnibuses and other forms of power-driven vehicles, and to make recommendations as to the measures to be taken to secure greater safety in the streets. That Mr. Beck, Mr. Shirley Benn, Mr. Daniel Boyle, Mr. Stephen Collins, Mr. Walter Guinness, Mr. Harris, Mr. Jovnson-Hicks, Mr. Kellaway, the Earl of Kerry, Mr. Morison, Mr. Munro, Mr. Nolan, Mr. W. Thorne, Lord Alexander Thynne, and Sir George Toulmin be members of the committee. It is understood, says the *Times*, that Sir George Toulmin will be the chairman.

On the 14th inst., says the *Stockport Advertiser*, Mr. Joseph Grundey, solicitor, who has just retired from the position of hon. secretary of the Stockport Incorporated Law Society after holding the office for twenty-seven years, was presented at the Stockport Court House on behalf of the members of the society with a handsome silver rose bowl in recognition of his valuable and much appreciated services to the society. Mr. Wm. Johnston was in the chair, and the presentation was made by Mr. C. F. Johnson, the president of the society, who in fitting terms acknowledged the work done by Mr. Grundey for the society, and said the members were grateful to him for his services. Mr. Grundey suitably replied. The inscription on the rose bowl was as follows:—"Presented to Joseph Grundey, Esq., solicitor, by the Stockport Incorporated Law Society in recognition of his services at honorary secretary to the society for twenty-seven years. October, 1912."

At Marylebone, before Mr. Plowden, on the 14th inst., Mr. Harry Wareham Harding, a gentleman of independent means, of St. James's-square, S.W., was summoned by Edward Perrett, a taxicab driver, for the recovery of a cab fare of 1s. 2d. Perrett said that the defendant hired him on October 11, at Bennett-street, St. James's, to drive to Elsworthy-road, St. John's Wood. On his reaching Clarence-gate, Regent's Park, the fog was so dense that he could scarcely see his hands. Close by an omnibus had run on to the pavement. Being convinced that it would be dangerous to proceed further, he told the defendant so, and asked him to pay the 1s. 2d. that was registered on the meter, but he refused. Mr. Harding argued that the defendant had refused to carry out his contract, though he could have driven on. The witness had walked 300 yards and taken an omnibus to Marlborough-road. Mr. Plowden held that the driver did his best to carry out the contract, and was stopped by no fault of his own, owing to the fog, which was almost like an act of God over which he had no control. The cabman was entitled to a *quantum meruit*. There would therefore be judgment for the plaintiff for 1s. 2d. and 10s. 6d. costs.

The minutes of evidence taken before the Royal Commission on Divorce and Matrimonial Causes were issued on Wednesday in three bulky Blue Books. A fourth Blue Book contains appendices to the minutes of evidence and report. The appendices include a memorandum—"An Introduction to the History of Divorce"—prepared by Mr. J. E. G. de Montmorency, assistant secretary to the Commission; the part of the *Reformatio Legum Ecclesiasticarum* concerning adultery and divorce; the decree *Ne Temere* on marriages, and observations on it supplied by Mgr. Moyes; a note on the names of women after divorce, by Mr. de Montmorency; the American "Model Law"; the Norwegian and Portuguese Divorce Laws; and statistics, resolutions, and letters bearing on the questions under consideration.

The first meeting of creditors, says the *Times*, was held at Bankruptcy-buildings, Carey-street, on Wednesday, under the receiving order recently made against Mr. Charles Francis Southgate, solicitor, late of 12, Queen-street, Cheapside, who is stated to have died on Friday last. Mr. E. S. Grey, Official Receiver, who presided, called over proofs for £7,000, and notice was given of further claims. The Official Receiver did not know the total amount of the debts, no statement of affairs having been filed, and the debtor having died before his preliminary examination had been completed. Mr. Simons, appearing for the debtor, said that the estate was solvent, the debtor having valuable assets, and it was thought that if he had been in good health he could have successfully opposed the receiving order. It was in the interests of the creditors that the estate should not be administered in bankruptcy, and he asked for an adjournment in order that the position might be considered. The creditors resolved that an application should be made for an order adjudging the debtor a bankrupt, and the meeting was adjourned for a fortnight.

Mr. Blake Odgers, K.C., says the *Times*, delivered, on the 15th inst., the first of a course of lectures on "The Discipline of the Bar"—dealing with the duties, rights, and privileges of barristers—in the Old Hall, Lincoln's Inn. He said that the right of audience in the superior Courts conferred on a barrister carried with it two tremendous powers. One was to rake up a man's past on cross-examination, with a view to discrediting his evidence, and the other was to slander the client or witnesses on the other side in addressing the jury. No matter how unfounded the attack might be or how immaterial to the cause, the injured man had no redress, for no action for defamation of character could be brought against the barrister. Those powers were necessary to the Bar. Next to a free Parliament and a free Press, a free Bar was essential to the welfare of the nation. But those tremendous powers should be used with discretion and only when absolutely necessary, and it followed, therefore, that the barrister must be a just and honourable man. A knowledge of human nature, as well as a knowledge of the law, was necessary to the barrister. One of the secrets of the success of Charles Russell, afterwards Lord Russell of Killowen, was his judgment of the motives that inspire men and women. Often in consultation that great advocate would put his finger on a statement in the brief and say, "That can't be true; no man or woman would do that"; and the development of the case always proved that he was right. On the other hand there were many instances of counsel, profoundly learned in the text-books, who proved utterly helpless in Court when they had to get up and cross-examine an actress.

In the House of Commons on the 11th inst. Mr. Kellaway asked the Secretary of State for the Home Department if he would state how many persons had been killed in the London police area, including the City, since the 1st January last by motor-omnibuses belonging to the London General Omnibus Company. Mr. McKenna: For the Metropolitan police district and the City combined the figures are 125 from the 1st January to the end of October. Mr. Kellaway: Are none of the directors of this trust, which has been responsible for 125 deaths in twelve months, to be held responsible in any way? Mr. McKenna: That must be a question of law. Mr. Kellaway: Will my right hon. friend refer to the Law Officers the fact that 125 deaths have been caused by this trust in twelve months, and also the evidence given by an officer of the trust at an inquest last week, in which he gave the terms on which the men were paid, showing that there was an inducement to them to drive furiously? Mr. McKenna: I do not think these questions are relevant. The fact that the trust is a very large one explains to some extent the number of accidents. Mr. Kellaway asked if the right hon. gentleman would state how many persons had been killed in the London police area, including the City, since the 1st January last by each of the following classes of vehicles:—Motor-omnibuses, taxi-cabs, all other classes of motor vehicles, mechanically-propelled trams, and horse-drawn vehicles respectively. Mr. McKenna: For the period from the 1st January to the end of October the figures are as follows:—Motor-omnibuses, 143; taxi-cabs, 29; other motor

vehicles, 109; mechanically-propelled trams, 23; horse-drawn vehicles, 124.

The directors of the Alliance Assurance Company (Limited), at their meeting on the 20th instant, declared an interim dividend at the rate of 5s. per share less income tax, which will be payable on the 4th January, 1913.

The Property Mart.

Forthcoming Auction Sales.

Dec. 3.—Messrs. ST. QUINTIN, SON & STANLEY, at the Mart, at 2: Freehold Investments (see advertisement, page iii, this week).

Dec. 3.—Messrs. DEBENHAM, TEWSON, RICHARDSON & Co., at the Mart, at 2: Letting of Site, Freehold Ground Rent (see advertisement, page iii, this week).

Dec. 4.—Messrs. DANIEL SMITH, SON & OAKLEY, at the Mart: Residences, Building Estate, &c. (see advertisement, page xiii, Oct. 26).

Dec. 10.—Messrs. HORNE & Co., at the Mart, at 2: Freehold Building Site (see advertisement, back page, Nov. 16).

Dec. 18.—Messrs. WEATHERALL & GREEN invite tenders for Freehold Site (see advertisement, page xv, Oct. 26).

Result of Sale.

Reversions, Policies, &c.

Messrs. H. E. FOSTER & CRANFIELD held their usual Fortnightly Sale of these interests, at the Mart, Tokenhouse-yard, E.C., on Thursday last, when a total of £10,440 was realised.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 2.	Mr. Justice Joyce.	Mr. Justice Swinfen Eady.
Monday Nov. 25	Mr Beal	Mr Farmer	Mr Synge	Mr Greswell
Tuesday 26	Greswell	Synge	Borrer	Church
Wednesday..... 27	Bloxam	Church	Leal	Leach
Thursday..... 28	Goldschmidt	Greswell	Bloxam	Borrer
Friday 29	Leach	Beal	Goldschmidt	Synge
Saturday 30	Borrer	Bloxam	Farmer	Beal

Date.	Mr. Justice Warrington.	Mr. Justice Neville.	Mr. Justice Parker.	Mr. Justice Eve.
Monday Nov. 25	Mr Borrer	Mr Church	Mr Goldschmidt	Mr Bloxam
Tuesday 26	Leach	Farmer	Bloxam	Beal
Wednesday..... 27	Greswell	Goldschmidt	Farmer	Synge
Thursday..... 28	Beal	Leach	Church	Farmer
Friday 29	Bloxam	Borrer	Greswell	Church
Saturday 30	Synge	Greswell	Leach	Goldschmidt

Winding-up Notices.

London Gazette.—FRIDAY, Nov. 15.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BARNARD BROS (MANCHESTER), LTD.—Petn for winding-up, presented Nov 5, directed to be heard at the Court House, Quay st, Manchester, on Nov 21, at 10.15 Vaudrey & Co, 30, St Ann st, Manchester, solors for the petnr. Notice of appearing must reach the above named not later than six o'clock in the afternoon of Nov 20.

BRYANT TRADING SYNDICATE, LTD.—Petn for winding up, presented Nov 8, directed to be heard Nov 26. Abrahams & Co, 5, Tokenhouse yard, solors for the petnr. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Nov 25.

DUDLEY TOOL AND IRONWORKS CO, LTD.—Creditors are required, on or before Dec 28, to send their names and addresses, and the particulars of their debts or claims, to Walter G. Podbury, 83, Colmore row, Birmingham. Shakespeare & Yernon, solors for the liquidator.

DUGDALE & CO, LTD.—Creditors are required, on or before Dec 20, to send in their names and addresses, with the particulars of their debts or claims, to Frederick Augustus Hargreaves, 7, Grimshaw st, Burnley, liquidator.

EDMUNDIAN COPPER MINING CO, LTD.—Creditors are required, on or before Dec 30, to send their names and addresses, and the particulars of their debts or claims, to Edwi James Sloan, 377, Salisbury house, London wall, liquidator.

INTERNATIONAL INSURANCE CO, LTD. (IN LIQUIDATION)—Creditors are required, on or before Dec 4, to send their names and addresses, and the particulars of their debts or claims, to James Bacon and W. S. Hartley, 45-49, Holborn viaduct, liquidators

LOOKING-GLASS PUBLISHING CO, LTD.—Petn for winding up, presented Nov 9, directed to be heard Nov 26. A. North, Broad Street House, solor in person. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Nov 25.

MAIKOP AND GENERAL PETROLEUM TRUST, LTD.—Creditors are required, on or before Dec 31, to send in their names and addresses, and the particulars of their debts or claims, to Mr S. H. Rogers, 7, Angel ct, liquidator.

MAIKOP APSHERON OIL CO, LTD.—Creditors are required, on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims, to Mr. S. H. Rogers, 7, Angel ct, liquidator.

MAIKOP AREAS, LTD.—Creditors are required, on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims, to S. H. Rogers, 7, Angel ct, liquidator.

MAIKOP HADIJENSKY SYNDICATE, LTD.—Creditors are required, on or before Dec 31, to send in their names and addresses, and particulars of their debts or claims, to S. H. Rogers, 7, Angel ct, liquidator.

NORMANBY COAL SYNDICATE, Ltd.—Creditors are required, on or before Dec 24, to send their names and addresses, and the particulars of their debts or claims, to John Gordon, 7, Bond st, Leeds, liquidator.

ROBERT CRESSY & SONS, LTD.—Creditors are required, on or before Dec 31, to send their names and addresses, and particulars of their debts or claims, to Francis George Burton, 26, Brown st, Manchester, liquidator.

ROSEWARNE STEAMSHIP CO, LTD.—Petn for winding-up, presented Nov 13, directed to be heard Nov 26. Victor J. Moulder, 4, Old Jewry, solor for the petnr. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Nov 25.

UNLIMITED IN CHANCERY.

F. HARE & CO (BIRMINGHAM).—Creditors are required to forthwith send their names and addresses, and the particulars of their debts or claims to Arthur Benton, 37, Newhall st, Birmingham. Pearson, Birmingham, solor for the receiver.

VICTORIA SOCIETY (KNOTTINGLEY).—Petn for winding up presented Nov 14, directed to be heard Nov 26. Blundell & Co, 16, Serjeant's inn, Fleet st, agents for Carter & Co., Pontefract, solors for the petnrs. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon Nov 25.

London Gazette.—TUESDAY, Nov 19.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

AISH'S STORES, LTD.—Creditors are required, on or before Dec 23, to send their names and addresses, and the particulars of their debts or claims, to Charles Robert Blissett, 35A, Old Christchurch rd, Bournemouth, liquidator.

BRITISH HOSIERY AND ELECTROLYTIC BLEACHING CO, LTD.—Creditors are required forthwith to send their names and addresses, and the particulars of their debts or claims, to De Westley Layton, Thorners Chambers, Ingram ct, 167, Fenchurch st, liquidator.

DOMINION SAWMILLS AND LUMBER LTD.—Creditors are required, on or before Dec 10, to send their names and addresses, and the particulars of their debts or claims, to James Henry Stephens, 6, Clements ln, Lombard st, liquidator.

FAVARY LTD.—Creditors are required, on or before Dec 28, to send their names and addresses, and the particulars of their debts or claims, to Warwick James Lovell, 199, Piccadilly, liquidator.

GARNANT ANTHRACITE COLLERIES LTD.—Petn for winding up, presented Nov 16, directed to be heard Dec 3. H. Derwent Simpson, 18, St. Ann st, Manchester, solors for the petnrs; Haslewood, Hare & Co, 139, Temple chmbrs, Temple av, London. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Dec 2.

GEORGE HARGREAVES & Co, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Dec 5, to send in their names and addresses, and the particulars of their debts or claims, to Henry Vincent Wood, Market pl chmbrs, Huddersfield

MANUFACTURE FRANCO-ANGLAISE DE PORTES-PLUMES RESERVOIRS, LTD.—Creditors are required, on or bef re Dec 19, to send their names and addresses, and the particulars of their debts or claims, to Henry Haworth Hardman, 103, Cannon st, liquidator.

T. W. THOMAS & Co, LTD. (IN VOLUNTARY LIQUIDATION).—Credit rs are required, on or before Dec 3, to send their names and addresses and the particulars of their debts or claims, to Samuel Taylor, 3, Temple bldgs, Goat st, Swansea

W. L. TAYLOR & Co, LTD.—Creditors are required, on or before Dec 15, to send their names and addresses, and the particulars of their debts or claims, to John William Purchese, 14, Paternoster row, liquidator.

SLOUGH WATER WORKS CO.—Creditors are required, on or before Dec 3, to send their names and addresses, and the particulars of their debts or claims, t> Robert George Harrison, 109 & 111, High st, Slough, Bucks, liquidator.

Resolutions for Winding-up Voluntarily.

London Gazette—FRIDAY, Nov. 15.

SMITH'S (WEASTE), LTD.
TANYBRYN COLLIERY AND BRICKWORKS CO, LTD.
MARSHALL'S MOTOR CO, LTD.
JOHN R. LEE & CO, LTD.
POMPADOUR, LTD.
WESTERN COUNTIES CONFECTIONERY CO, LTD.
BRITISH VITRITE WORKS (SWAN'S PATENT), LTD.
GREENBANK SCHOOL, LTD.
H. THORNE & SON, LTD.
SEWELL, LTD.
CHORLEY BLEACHING CO, LTD. (Reconstruction).

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Nov. 15.

ARMSTRONG, JAMES, Stowmarket, Labourer Dec 13 Hayward & Son, Stowmarket
BALDWICK, MARY, Donington, Lincoln Dec 14 Smith & Co, Donington, nr Spalding
BELL, WILLIAM, Monkwearmouth, Durham Dec 14 Storey & Robson, Sunderland
BOSTOCK, FRANCIS CHARLES, Kensington mans, Earl's Court, Entrepreneur Dec 16 Tippetts, 11, Maiden in
CAWLEY, ALEXANDER PEERS, Tyldesley, Lancs, Draper Dec 12 Barlow & Jackson, Wigan
CHARNLEY, JAMES EDMONDSON, Barrow in Furness, Pilot Dec 20 Townsend, Barrow in Furness
CHISHOLM, ISABELLA, Saltburn, Yorks Dec 20 Preston, Middlesbrough
COOKE, THOMAS FREDERICK, Denton, Lancs, Hatter Dec 16 Brooks & Co, Hyde
COOPER, THOMAS PHILIP, Ipswich Dec 12 Kersey, Ipswich
COURTENAY, Mr THOMAS EDWARD, Newcastle upon Tyne, Racehorse Owner Dec 20 Smith, Newcastle upon Tyne
CROWDEN, JAMES, Eastbourne Dec 18 Stone & Co, Bath
EMERSON, MARTHA, Eastbourne Dec 31 Walker & Co, Theobald's rd
FIELDING, PETER, Ripponden, nr Halifax Dec 16 Dey, Halifax
GAINS, WALLACE LANYON, Kingabridge, Devon Dec 12 Sparkes & Co, Exeter
GUNNELL, EMILY GARDINER, Brunswick gdns, Kensington Dec 31 Rivington & Son, Fenchurch bldgs
HARE-GILL, WILLIAM, Follifcliffe, nr Birstwith, Yorks Dec 17 Bramley, Harrogate
HARRIS, HERBERT CADELL, Upwey, Dorset, Master Mariner Dec 14 Crossman & Co, Theobald's rd
HIGGINS, JOSEPH, Redland, Bristol, Tailor Dec 17 Veale & Co, Bristol
HOLLAND, GEORGE JEREMIAH, Horsham, Sussex Dec 16 Smith, Horsham
HOWLETT, THOMAS JOHN ELLETT, Pangbourne, Berks Dec 28 Brain & Brain, Reading
KOLP, NOAH, Manchester Dec 28 Boote & Co, Manchester
KULLMANN, JULIUS, Manchester, Merchant Dec 28 Boote & Co, Manchester
LAMB, JAMES NORRIS, Liverpool, Timber Broker Dec 31 Alsop & Co, Liverpool
LOVETT, HERBERT, Nottingham Dec 2 Whitworth, Nottingham
LOY, MAUD MARIA, Warrington, Licensed Victualler Dec 16 Browne & Co, Warrington
LYNCH, HENRY ERNEST, Hanwell Dec 31 Ellen, Chancery in
LYSONS, GERTRUDE SAVERY, Bournemouth Dec 31 Parson & Co, Lime st
MASON, ISAAC, Griffithstown, Mon, Sheet Roller Dec 14 Thorne & Haslam, Wolverhampton
MCQUIE, ANNE MARIA, Birkdale Dec 27 Ward & Co, Liverpool
MILNES, JESSE ANNE, Carlton hill, St John's Wood Dec 13 Faulkner, Chandos st, Caveudish sq
OMMANNEY, EMILY SOPHIA, Folkestone Dec 14 Crossman & Co, Theobald's rd
PEACHEY, JOHN, Ebernoe, Sussex Dec 21 Pitfield, Petworth
PELLATT, AGNES KIPPEN, Folkestone Dec 12 Vaughan, Lincoln's inn fields
PETROCOCHINO, CHARLOTTE ANNIE, Abingdon st, South Kensington Dec 12 Markby & C , Coleman st
POWELL, JAMES FINLAY FINLAYSON, Acacia rd, St John's Wood Dec 9 Hores & Co, Lincoln's inn fields
PURSEY, CHARLES JOSEPH, Folkestone, Tailor, J.P. Dec 27 Hall Folkestone
REID, WILLIAM BRUCE, Newcastle upon Tyne Dec 27 Keenlyside & Forster, Newcastle upon Tyne
RILEY, HENRY, Sandgate, Kent, Lodging House Keeper Dec 27 Hall, Folkestone
SHELL, WILLIAM SMITH, Consett, Durham, Surveyor Dec 16 Welford & Jackson, Consett
SLAZENGER, JANE, Prince's gate, Kensington Dec 8 Iliffe & Co, Bedford row
SMITH, ELIZABETH, Queensbury, Yorks Dec 16 Elliott, Queensbury
SMITH, HENRY JOHN, Tulse hill, Solicitor Dec 14 Miller & Smith, Salters' Hall ct, Cannon st
SOUTTER, ANDREW GIFFORD, Beaulieu villas, Finsbury Park, Varnish Manufacturer Dec 25 Rowe & Wilkie, Basinghall st
SPELLER, JAMES WILLIAM, Caledonian rd Dec 27 Taylor & Taylor, New Broad st
STEVEN, GEORGE, Little Pulteney st, Shaftesbury av, Draper Dec 21 W H & A G Herbert, Cork st
STRICKLAND, EDWARD, Preston, Coal Dealer Dec 13 Craven & Son, Preston
STUART, ATHOLE WYNESS, Salisbury, Wilts Dec 21 Capon & Smith, Bedford row
TAYLOR, AMELIA, Birmingham Dec 14 Wragge & Co, Birmingham
THATCHER, JOSEPH, Wishford, Wilts, Farmer Dec 24 King & Aylward Salisbury
TREVOR, FREDERICK ANTHONY, Piccadilly Dec 21 Trevor & Co, Lime st
WALTON, THOMAS, Wivertree, Liverpool, Wine Merchant Dec 12 Read & Brown, Liverpool
WILLIAMS, JOHN, Jamaica rd, Bermondsey Dec 27 Lewis, Chancery in
WOOD, HENRY, Barrow in Furness, Lancs, Hotel Manager Jan 12 Houstoun, the Duchy of Lancaster Office

London Gazette.—TUESDAY, Nov 19.

BARBER, WILLIAM CHARLES, Maze Pond Borough, Surrey Dec 31 Rutland, Chancery ln
BAXTER, JAMES, Leeds Jan 1 Middleton & Sons, Leeds
BINKINSHAW, WILLIAM, Penistone, Yorks, Grocer Dec 31 Keateven, Sheffield
BRUCE, CATHERINE LOUISA, Edgbaston, Birmingham Dec 31 Brooks & Monk, Birmingham
BRUCE, JOSEPH BENJAMIN, Edgbaston, Birmingham Dec 31 Brooks & Monk, Birmingham
BURGESS, JOHN HENRY, Chorlton cum Hardy, Manchester Marble Merchant Dec 21 Lambeth & Smith, Manchester
CHURCHYARD, WILLIAM, Cromer Dec 14 Keith, Norwich
DAVIES, Sir HORATIO DAVID, K C M G, Torquay Dec 21 Rawlings & Butt, Walbrook
DEPEW, BELLENDEN, Brooklyn, U S A Dec 21 Hewitt & Co, Leade hall st
DRANSFIELD, ELIZA REBECCA, Birmingham Dec 19 Edge & Ellison, Birmingham
EDEN, CHARLES, Hove, Sussex Dec 7 Sayers & Wilkins, Hove
FANNING, JAMES JOSEPH, Liverpool, Licensed Victualler, Lynskey & Son, Liverpool
FRASER, FRANCES CATHERINE CECIL, Inverness Dec 15 Hills & Co, Queen Anne's gate
GIBBS, JANE, Swansea Dec 16 Taylor, Swansea
GOODYEAR, JOB, Great Eastern st, shoreditch Dec 20 Pettitt & Valentine, Chancery ln
HAYES, JOHN, Pleasley Hill, Notts Dec 31 Alcock, Mansfield
HENSMAN, JAMES, Pitsmoor, Sheffield, Labourer Dec 31 Keateven, Sheffield
HERITAGE, Rev WILLIAM GEORGE, Norton Rectory, Faversham, Kent Dec 19 Stephens & Sons, Somerset st, Portman sq
HIGGINS, MARTIN, Donnington, Salop Dec 7 Carrane & Shawcross, Wellington, Salop
HUTCHINS, ELVIRA, Splottlands, Cardiff Dec 14 Morgan, Cardiff
JONES, WILLIAM ELLIS, Llandudno Dec 24 Redfish, Rugby
KIRK ELIZABETH, Brunswick rd, Poplar Dec 20 Scott, Staple inn, Holborn
LAURIE, JOHN WIMBURN, Halifax, Nova Scotia Dec 31 Dowson & Co, Surrey st, Victoria embankment
LEWIS, JOHN, Caerphilly, Glam, Builder Dec 14 Morgan, Cardiff
LIGHT, EDWIN MELLOR, Ebury st, Eaton sq Dec 20 Durrant & Co, Gracechurch st
PANTON, ANNIE ALICIA, Stokeford, nr Wareham, Dorset Dec 30 Barclett & Gregory, New sq, Lincoln's inn
PENNINGTON, SARAH, East Retford, Notts Jan 16 Mee & Co, Retford
PIPER, EDMUND, Great Dunmow, Essex, Draper Dec 14 Floyd, Dunmow, Essex
PRIESTLEY, WILLIAM STANTON, Horsham Saint Faiths, Norfolk, Surgeon Dec 14 Hill & Perks, Norwich
RODRIGUEZ, ARISTIDES, Iquitos, Peru, Merchant Jan 1 Maxwell & Dampney, Bishopsgate
SASSOON, Sir EDWARD, Leadenhall st Dec 16 Dawes & Sons, Birchin ln
SHIELDS, MARTHA, Hull Dec 14 Locking & Co, Hull
SMITH, JAMES, Sutton St Helens, Lancs Dec 18 Webster, St Helens
SWEETMAN, JOB, Herstmonceux, Sussex, Fellmonger Dec 13 Andrews & Bennett, Burwash, Sussex
THOMPSON, JOSEPH, Barrow in Furness, Farm Labourer Dec 20 Townsend, Barrow in Furness
TUSTIN, CHARLES DRISCOLL, Surbiton Dec 20 Bulcraig & Davis Norfork st
WESTON, EDITH JANE, Folkestone Dec 31 Hall, Folkestone

Bankruptcy Notices.

London Gazette.—FRIDAY, Nov. 15.

RECEIVING ORDERS.

BARNES, JOHN, Chesham, Buckingham, Boot Manufacturer Aylesbury Pet Nov 12 Ord Nov 12
BISHOP, WILLIAM B, Finsbury Payment High Court Pet June 4 Ord Nov 4
BOWETT, THOMAS, QUINTON, March, Cambridge, Land Agent Kings Lynn Pet Oct 21 Ord Nov 11
BUADON, WILLIAM, jun, South Shields, Grocer Newcastle upon Tyne Pet Nov 13 Ord Nov 13
CAIRNS, JOHN GUSTAVUS, Portsmouth, Watchmaker Portsmouth Pet Nov 11 Ord Nov 11
COOK, WILLIAM THOMAS, High st, Deptford, Greengrocer Greenwich Pet Oct 21 Ord Nov 12
CORSI, L, Johnson st, Notting Hill Gate, Ice Cream Merchant High Court Pet Oct 21 Ord Nov 12
DAVIS, TOM, Wimblington, Cambridge, Commission Agent Peterborough Pet Nov 9 Ord Nov 9
DENT, SIDNEY URWICK, West Mersea, Essex, Farmer Colchester Pet Sept 9 Ord Nov 1
DICKS, ARTHUR JAMES WOODROW, Sherston, nr Malmesbury, Wilts Swindon Pet Nov 12 Ord Nov 12
DOLBY, ALFRED JAMES, Chalfont Saint Peter, Bucks, Coal Merchant Aylesbury Pet Oct 28 Ord Nov 11
DUDMORE, THOMAS EDWARD, Birmingham, Importer Birmingham Pet Nov 11 Ord Nov 11
FANE, SIDNEY LEE, Glasshouse st, Regent st, Decorator High Court Pet Nov 11 Ord Nov 11
FOSTER, DANIEL, Basingstoke, Hants, Hire Carter Winchester Pet Nov 11 Ord Nov 11
FRANKLAND, WILLIAM, Burnley, Cotton Twister Burnley Pet Nov 13 Ord Nov 13
GODDARD, GEORGE HENRY, High rd, Chiswick, House Furnisher Brentford Pet Nov 11 Ord Nov 11
GOODALL, JAMES, Rodbourne Cheney, nr Swindon, Market Gardener Swindon Pet Nov 11 Ord Nov 11
GREEN, JAMES, Newtown, Wheelwright Bristol Pet Nov 13 Ord Nov 13
GREEN, JOHN WILLIAM, Woodhouse, Leeds Leeds Pet Nov 13 Ord Nov 13
GREEN, WILLIAM TURNER, Great Grimsby, Stonemason Great Grimsby Pet Nov 12 Ord Nov 12
HUDSON, FRANK, Colne, Lancs, Boot Maker Burnley Pet Nov 13 Ord Nov 13
JARRATT, WALTER FREDERICK, Leeds, Muffin Baker's Assistant Leeds Pet Nov 12 Ord Nov 12
JENKINS, WILLIAM BRYAN, Carmarthen, Feather Merchant Carmarthen Pet Nov 13 Ord Nov 13
JENKINS, WALTER, Mitcham rd, Tooting, Builder's Merchant Wandsworth Pet Nov 12 Ord Nov 12
JOHNSON, SAMUEL & SON, Worthing, Sussex, Fruit Growers Brighton Pet Oct 24 Ord Nov 11
JONES, ARTHUR EDWIN, Linton, Hereford, Innkeeper Hereford Pet Nov 9 Ord Nov 9
KINGSTON, THOMAS, Wheaton Aston, Staffs, Farmer Wolverhampton Pet Nov 13 Ord Nov 13
LEAMAN, CHARLES, Royston, Yorks, Farmer Barnsley Pet Nov 11 Ord Nov 11
MADDEN, MICHAEL, Tylorstown, Glam, General Dealer Pontypridd Pet Nov 12 Ord Nov 12
MICHAELS, J, & Co, Brushfield st, Spitalfields, Corn Factors High Court Pet Oct 8 Ord Nov 13
OVERTON, WILLIAM JOHN SANDS, Ruskington, Lincoln Farmer Boston Pet Nov 11 Ord Nov 11
PEACE, ARTHUR, Denaby, nr Rotherham, Licensed Victualler Sheffield Pet Oct 17 Ord Nov 12
PEARSON, WILLIAM Birstal, Yorks, Monumental Mason Dewsbury Pet Nov 11 Ord Nov 11
PRINCE, F & Co, Charing Cross, Army Contractors High Court Pet Oct 16 Pet Nov 13
PROCTOR, FREDERICK, Bognor, General Dealer Brighton Pet Aug 22 Ord Nov 11
REID, RALPH WARDLAW, Dalymple rd, Brockley, Fancy Hat Manufacturer High Court Pet Nov 11 Ord Nov 11
RUTT, ALFRED, Fulham rd, Inventor High Court Pet Sept 14 Ord Nov 7
SALBERSEN BROS, Brighton, Fruit Merchants Brighton Pet Oct 26 Ord Nov 12
SIMONSEN, ALBERT EDWARD, Budge row, Cannon st, Agent High Court Pet Oct 14 Ord Nov 11
SLATER, MINTON, Broad st, Solicitor Edmonton Pet Sept 13 Ord Nov 11
THOMAS, DAVID, Blaenau Festiniog, Merioneth, Grocer Portmadoc Pet Nov 11 Ord Nov 11
WALMSLEY, WILLIAM, Sloane st, Bolton, Grocer Bolton Pet Nov 11 Ord Nov 11
WILLCOX, GEORGE WHITCOMBE, Street, Somerset, Boot Salesman Wells Pet Sept 28 Ord Nov 12

FIRST MEETINGS.

BISHOP, WILLIAM B, Finsbury Pavement house, Finsbury pvmt Nov 25 at 11.30 Bankruptcy bldgs, Carey st
CHILDS, ERNEST, Albert rd, South Tottenham, Contractor Nov 25 at 3 Off Rec, 14, Bedford row
COOK, WILLIAM THOMAS, High st, Deptford, Greengrocer Nov 26 at 11 192, York rd, Westminster Bridge rd
CORSI, L (male), Johnson st, Notting Hill Gate, Ice Cream Merchant Nov 25 at 11 Bankruptcy bldgs, Carey st

DAVIES, MORGAN, Godregraig, Glam, Builder Nov 23 at 11 Off Rec, Government bldgs, St Mary's st, Swansea
DENT, SIDNEY UAWICK, West Mersea, Essex, Farmer Nov 23 at 11.30 Cups Hotel, Colchester
DOLBY, GEORGE FREEMAN, Uppingham, Rutland, Bookseller Nov 25 at 12.30 Off Rec, 1, Berridge st, Leicester
DUGMORE, THOMAS EDWARD, Birmingham, Importer Nov 27 at 11.30 Ruskin chmbrs, 191, Corporation st, Birmingham
FANE, SIDNEY LEE, Brighton, Decorator Nov 25 at 12 Bankruptcy bldgs, Carey st
FOSTER, DANIEL, Basingstoke, Hire Carter Nov 25 at 12 Off Rec, Midland Bank chmbrs, High st, Southampton
HANNAM, THOMAS, Leeds, Builder Nov 25 at 11 Off Rec, 24, Bond st, Leeds
HUGHES, HENRY REES, Newbridge, Mon, Tailor Nov 23 at 11 Off Rec, 144, Commercial st, Newport, Mon
HUNTER, GEORGE HARRISSON, Ashford, Kent, Tailor Nov 23 at 10.45 Off Rec, 68A, Castle st, Canterbury
JACKSON, MONTAGUE LEONARD, Nottingham, Jeweller Nov 27 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
JARMY, ROBERT, Halesworth, Suffolk, Ironmonger Nov 23 at 2 Off Rec, 8, King st, Norwich
JARRATT, WALTER FREDERICK, Leeds, Muffin Baker's Assistant Nov 25 at 12 Off Rec, 24, Bond st, Leeds
JENKINS, WALTER, Mitcham rd, Tooting, Builders' Merchant Nov 26 at 11.30 132, York rd, Westminster Bridge rd
JOHNSON, SAMUEL & SON, Worthing, Fruit Growers Nov 26 at 12 Off Rec, 12A, Marborough pl, Brighton
KIRKLEY, JOSEPH JACKSON, Nelson, Lancs, Plumber Nov 25 at 11 Off Rec, 13, Winckley st, Preston
LACY, JOHN, Belbroughton, Worcester, Farmer Nov 26 at 11 Off Rec, 11, Copenhagen st, Worcester
LEAMAN, CHARLES, Roys on, Yorks, Farmer Nov 25 at 10.30 Off Rec, 9, Regent st, Barnsley
MADDEN, MICHAEL, Tyloratown, Glam, General Dealer Nov 25 at 11.30 Off Rec, St Catherine's chmbrs, St Catherine st, Pontypridd
MICHAELS, J, & CO, Brushfield st, Spitalfields, Corn Factors Nov 26 at 12 Bankruptcy bldgs, Carey st
MORRIS, FRANK WILLIAM, Minster, Kent, Drug Store Proprietor Nov 23 at 10 Off Rec, 68A, Castle st, Canterbury
PALFREEMAN, JOHN JAMES, Skewkirk, nr Tockwith, Yorks, Farmer Nov 25 at 3 Off Rec, The Red House, Duncombe pl, York
PEARSON, WILLIAM, Birstal, Yorks, Monumental Mason Nov 23 at 11 Off Rec, Bank chmbrs, Corporation st, Dewsbury
PRINCE, F, & Co, Charing Cross, Army Contractors Nov 27 at 1 Bankruptcy bldgs, Carey st
PROCTOR, FREDERICK, Bognor, General Dealer Nov 23 at 11.30 Off Rec, 12A, Marlborough pl, Brighton
REID, RALPH WARDLAW, Dalrymple rd, Brockley, Fancy Hat Manufacturer Nov 27 at 11 Bankruptcy bldgs, Carey st
ROBERTS, EDWIN INWOOD, Downhills Park rd, West Green, Grocer Nov 26 at 12 Off Rec, 14, Bedford row
ROBERTS, GERAINT, Penygroes, Carnarvon, Draper Nov 26 at 12 Crypt Chambers, Chester
ROBINSON, JOHN, Sheringham, Norfolk, Painter Nov 25 at 1 Off Rec 8, King st, Norwich
RUTT, ALFRED, Fulham rd, Inventor Nov 27 at 12 Bankruptcy bldgs, Carey st
RYE, LYDIA, Ilford, Essex Nov 25 at 12 Off Rec, 14, Bedford row
SALESTEIN BROTHERS, Brighton, Fruit Merchants Nov 26 at 11.30 Off Rec, 12A, Marborough pl, Brighton
SHAW, RICHARD and TOM SHAW, Kingston upon Hull, Butchers Nov 26 at 11.30 Off Rec, York City Bank chmbrs, Lowgate, Hull
SIMONSEN, ALBERT EDWARD, Budge row, Cannon st, Agent Nov 27 at 11.30 Bankruptcy bldgs, Carey st
STAPLES, EDWARD CLEMENT, Leeds, Pork Butcher Nov 25 at 11.30 Off Rec, 24, Bond st, Leeds
WALMSLEY, WILLIAM, Bolton, Grocer Nov 23 at 11 Off Rec, 19, Exchange st, Bolton

ADJUDICATIONS.

BARNES, JOHN, Chesham, Bucks, Boot Manufacturer Aylesbury Pet Nov 12 Ord Nov 12
BOYD, Lieut R A, Shaftesbury av High Court Pet July 18 Ord Nov 12
BURDON, WILLIAM, jun, South Shields, Grocer Newcastle upon Tyne Pet Nov 13 Ord Nov 13
COCHRAM, FRANK KING, Copthall av High Court Pet June 18 Ord Nov 12
DAVIS, TOM, Wimblington, Cambridge, Commission Agent Peterborough Pet Nov 9 Ord Nov 9
DICKS, ARTHUR JAMES WOODROW, Sherston, nr Malmesbury, Wilts Swindon Pet Nov 12 Ord Nov 12
DUGMORE, THOMAS EDWARD, Birmingham, Importer Birmingham Pet Nov 11 Ord Nov 12
FANE, SIDNEY LEE, Glasshouse st, Regent st, Decorator High Court Pet Nov 11 Ord Nov 12
FOSTER, DANIEL, Basingstoke, Hants, Hire Carter Winchester Pet Nov 11 Ord Nov 11
FRANKLAND, WILLIAM, Burnley, Cotton Twister Burnley Pet Nov 13 Ord Nov 13
GARNETT, JOHN FREDERIC, and WILLIAM GARNETT, Bowness on Windermere, Westmoreland, Nurserymen, Kendal Pet Nov 4 Ord Nov 4
GODDARD, GEORGE HENRY, High rd, Chiswick, General Furnisher Brentford Pet Nov 11 Ord Nov 11
GOODALL, JAMES, Rodbourne Cheney, nr Swindon, Market Gardener Swindon Pet Nov 11 Ord Nov 11
GREEN, JAMES, Newtown, Bristol, Wheelwright Bristol Pet Nov 13 Ord Nov 13
GREEN, JOHN WILLIAM, Leeds, Bricklayer Leeds Pet Nov 13 Ord Nov 13
GREEN, WILLIAM TURNER, Great Grimsby, Stonemason Great Grimsby Pet Nov 12 Ord Nov 12
HAWKINS, W, Rushmere, Ipswich, Clerk, Ipswich Pet Sept 24 Ord Nov 12
HUDSON, FRANK, Colne, Lancs, Boot Maker Burnley Pet Nov 13 Ord Nov 13
JARRATT, WALTER FREDERICK, Leeds, Muffin Baker's Assistant Leeds Pet Nov 12 Ord Nov 12
JENKINS, WILLIAM BEVAN, Carmarthen, Feather Merchant Carmarthen Pet Nov 13 Ord Nov 13
JONES, ARTHUR EDWIN, Linton, Herefold, Innkeeper Hereford Pet Nov 9 Ord Nov 9
KINGSTON, THOMAS, Wheaton Aston, Staffs, Farmer Wolverhampton Pet Nov 13 Ord Nov 13
LEAMAN, CHARLES, Royston, Yorks, Farmer Barnsley Pet Nov 11 Ord Nov 11
MADDEN, MICHAEL, Tylorstown, Glam, General Dealer Pontypridd Pet Nov 12 Ord Nov 12
MASTERS, SYDNEY, Reigate, Greengrocer Croydon Pet Aug 31 Ord Nov 9
MIDDLETON, PERCY CHARLES, Lime st, Boot Maker High Court Pet Oct 14 Ord Nov 12
NICHOLSON, JOHN HENRY, Bridlington, Yorks, Stationer Scarborough Pet Nov 6 Ord Nov 12
OVERTON, WILLIAM JOHN SANDS, Ruskington, Lincoln, Farmer Boston Pet Nov 11 Ord Nov 11
PALMER, GEORGE, Poole, Dorset, Plumber Poole Pet Nov 7 Ord Nov 12
PEARSON, WILLIAM, Birstal, Yorks, Monumental Mason Dewsbury Pet Nov 11 Ord Nov 11
POULTON, FAVILLE CLEMENT, Eccles, nr Manchester, Consulting Engineer Salford Pet Sept 12 Ord Nov 13
ROBERTSON, JAMES ALEXANDER, Billiter sq bldgs, Chartered Accountant High Court Pet Sept 24 Ord Nov 11
SAW, ALBERT EDWARD, and CHARLES SAW, Watford, Herts, Builders St Albans Pet Oct 4 Ord Nov 12
STILES, THOMAS GEORGE, Blythe rd, West Kensington, Butcher High Court Pet Oct 14 Ord Nov 13
SUTCLIFFE, W P ST JOHN, New Oxford st High Court Pet Aug 22 Ord Nov 11
THOMAS, DAVID, Blaenau Festiniog, Merioneth, Grocer Portmadoc Pet Nov 11 Ord Nov 11
WALMSLEY, WILLIAM, Bolton, Grocer Bolton Pet Nov 11 Ord Nov 11
WATKINS, ERNEST EZEKIEL and ANDREW CHARLES LANE, Aberdare, Bakers Aberdare Pet Oct 23 Ord Nov 9
WATKINSON, HENRY, Upholland, nr Wigan, Farmer Wigan Pet Nov 11 Ord Nov 11
WILLIAMS, GEORGE, Caerau, nr Maesteg, Collier Cardiff Pet Nov 12 Ord Nov 12
WINTERBURN, WILLIAM, Leicester, Tailor Leicester Pet Oct 29 Ord Nov 53

RECEIVING ORDERS.

London Gazette.—TUESDAY, Nov 19.

BRANFIELD, WILLIAM JOHN, Notwell Farm, Raddington, Somerset, Farmer Taunton Pet Nov 16 Ord Nov 16
COOPER, GEORGE, Cheetham, Manchester, Carrier Manchester Pet Nov 16 Ord Nov 16
DEAN, GEORGE, Gwaunclaegurwen, Glam, Colliery Labourer Neath Pet Nov 16 Ord Nov 16
GANDY WILLIAM EDWARD, Featherstone st, Cabinet Manufacturer High Court Pet Oct 7 Ord Nov 15
HEWITT, ALBERT, Brandon Colliery, Durham, Boiler Smith Durham Pet Nov 14 Ord Nov 14
HOWLAND, S J, Cannon st, Manufacturer's Agent High Court Pet Oct 28 Ord Nov 15
JARRETT JAMES, Anerley, Director of Public Companies High Court Pet Oct 21 Ord Nov 15
KAHLER, FREDERICK ANDREW, Norwich, Baker Norwich Pet Nov 6 Ord Nov 15
MOLLARD, JAMES PERCIVAL, Arundel, Sussex, Nurseryman Portsmouth Pet Nov 14 Ord Nov 14
NEALE, RICHARD EDWARD, Rustington, Sussex, Boot Maker Brighton Pet Nov 14 Ord Nov 14
PEATFIELD, TOM, Bury, Operative Bleacher Bolton Pet Nov 14 Ord Nov 14
PEPLOW, HARRY THOMAS, Wolverhampton, Turf Commission Agent Wolverhampton Pet Nov 15 Ord Nov 15
RADNELL, LOUIS, Arnold, Notts, Blacksmith's Striker, Nottingham Pet Nov 14 Ord Nov 14
REYNOLDS, WILLIAM ROBERT, Town Hall, East Ham, Builder High Court Pet Oct 16 Ord Nov 14
SALES, THOMAS ROWLAND, Whitstable, Kent High Court Pet Oct 28 Ord Nov 14
SCHLOESSER, FRANK, Kew Green, Journalist Wandsworth Pet Aug 22 Ord Nov 15
SMITH GENERAL MERCHANDISE CO, Aldersgate st, Provision Dealers High Court Pet Oct 15 Ord Nov 7
SOPER, WILLIAM CHARLES, Wimbledon Park, Surrey, Baker Kingston, Surrey Pet Sept 25 Ord Nov 14
SUMMERS, MONTAGU, Bucklersbury, Company Promoter High Court Pet Sept 18 Ord Nov 14
TUFFIN, ARCHIBALD AUGUSTINE, Winton, Bournemouth, Surveyor's Clerk Poole Pet Nov 15 Ord Nov 15
WARD, ISAAC, Kingston upon Hull Hay Factor Kingston upon Hull Pet Nov 16 Ord Nov 16
WELSH, A A, Kyrle rd, Clapham Common, Clerk Wandsworth Pet Sept 24 Ord Nov 14
WHITE, SYDNEY LINTHORNE, Frome, Somerset, Solicitor Frome Pet Nov 1 Ord Nov 15
WHITWORTH, ARTHUR EDWIN, Sutherland pl, Bayswater, Manager High Court Pet Nov 14 Ord Nov 14
WOODFIELD, CHARLES HENRY, Burnley, Lancs, Carter Burnley Pet Nov 15 Ord Nov 15
WOODWARD & CO, Hamilton rd, East Finchley, Butchers Barnet Pet Oct 22 Ord Nov 14
WRIGHT, SIDNEY JOHN, Wellington rd, St John's Wood, House Agent High Court Pet Aug 24 Ord Nov 14

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